

16-3877-cv

U.S. Court of Appeals for the Second Circuit

JAMES G. PAULSEN, Regional Director of Region 29
of the National Labor Relations Board for and on behalf of the
NATIONAL LABOR RELATIONS BOARD,
Plaintiff-Appellee-Cross-Appellant

v.

PRIMEFLIGHT AVIATION SERVICES, INC.,
Defendant-Appellant-Cross-Appellee.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

JOINT APPENDIX – VOLUME 2 OF 2

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ATTACHMENT D

From: Matthew Barry - PF <mbarry@primeflight.com>
Sent: Thursday, June 02, 2016 5:01 PM
To: Mark Stewart - PF
Cc: PFROC - General Manager; PFHPN - General Manager; PFMSD - General Manager; PFLGA - General Manager; Christin Salerno; PFSEA - Recruiter; Dana Adkins
Subject: Re: JFK Hiring Effort

Target for total is 250

On Jun 2, 2016, at 4:24 PM, Mark Stewart - PF <mstewart@primeflight.com> wrote:

MB, please see below. If you want any format change(s), let us know and will amend to what makes the most sense to you. MS

Total JFK B6 Applicants Scheduled for today:	75	
Total JFK B6 No Shows for Today	42	56.00%
Total Applicants Interviewed Today	33	
Total JFK B6 Drop Out/NQ:	12	36.36%
Total B6 Offered Jobs Today	21	
Applicants Sent for Drug Test Today	21	
Total JFK B6 Drug Test Requests Sent	21	
Total JFK B6 Hired Applicants	21	16.41%
Actual Compared to Target	128	
JFK B6 Target	149	
Interviews scheduled for B6 applicants 06/03/2016:	125	

ATTACHMENT E

From: Matthew Barry - PF <mbarry@primeflight.com>
Sent: Friday, June 03, 2016 4:30 PM
To: Mark Stewart - PF; Christin Salerno; PFJFK - Joshua Heady
Cc: PFROC - General Manager; PFHPN - General Manager; PFMSP - General Manager; PFSEA - Recruiter; Dana Adkins
Subject: RE: JFK Hiring Effort

Paula will be there Tuesday and Wednesday.

David is working on getting LGA team members to assist or we could utilize Gloria/Anna.

Josh / David can you assist with one or two folks for Monday – Friday next week?

From: Mark Stewart - PF
Sent: Friday, June 03, 2016 5:28 PM
To: Christin Salerno
Cc: PFROC - General Manager; Matthew Barry - PF; PFHPN - General Manager; PFMSP - General Manager; PFSEA - Recruiter; Dana Adkins
Subject: Re: JFK Hiring Effort

Thank you! Mark, you will have Paula coming Monday. You ok if we ramp it up a tad?

On Jun 3, 2016, at 5:26 PM, "Christin Salerno" <csalerno@primeflight.com> wrote:

I am going to keep at it and pull down more as possible.

Thanks,
Christin

Christin Salerno
215-307-8272 - Cell

From: Mark Stewart - PF
Sent: Friday, June 03, 2016 5:25 PM
To: PFROC - General Manager
Cc: Matthew Barry - PF; PFHPN - General Manager; PFMSP - General Manager; Christin Salerno; PFSEA - Recruiter; Dana Adkins
Subject: Re: JFK Hiring Effort

Folks, do you sense we could review the portal and line-up a few more on Monday? I realize easy for me to say, as I won't be there. But we have seen over the last 2 days, pretty high no shows. Just a thought. Good two days, thanks to all.

On Jun 3, 2016, at 5:21 PM, "PFROC - General Manager" <ROC.GM@primeflight.com> wrote:

Matt,

We had another productive day today. Here are the up to date stats:

Total JFK B6 Applicants Scheduled for today:	160	
Total JFK B6 No Shows for Today	96	60.00%
Total Applicants Interviewed Today	64	
Total JFK B6 Drop Out/NQ:	30	46.88%
Total B6 Offered Jobs Today	34	
Applicants Sent for Drug Test Today	34	
Total JFK B6 Drug Test Requests Sent	55	
Total JFK B6 Hired Applicants	55	28.21%
Actual Compared to Target	195	
JFK B6 Target	250	
Interviews scheduled for B6 applicants 06/06/2016:	100	

Mark Gilbert

General Manager
 Rochester Operations
 Prime Flight Aviation Services
 Phone: 585-775-9706
 Fax: 585-436-5133

From: Mark Stewart - PF
Sent: Friday, June 03, 2016 9:50 AM
To: Matthew Barry - PF; PFROC - General Manager
Cc: PFHPN - General Manager; PFMSP - General Manager; David Montemarano - PF;
 Christin Salerno; PFSEA - Recruiter; Dana Adkins
Subject: RE: JFK Hiring Effort

Please note the below with the new target as 250. .9.17% there, we can do this!!!!

Total JFK B6 Applicants Scheduled for today:	75	
Total JFK B6 No Shows for Today	42	56.00%
Total Applicants Interviewed Today	33	
Total JFK B6 Drop Out/NQ:	12	36.36%
Total B6 Offered Jobs Today	21	
Applicants Sent for Drug Test Today	21	
Total JFK B6 Drug Test Requests Sent	21	
Total JFK B6 Hired Applicants	21	9.17%
Actual Compared to Target	229	
JFK B6 Target	250	
Interviews scheduled for B6 applicants 06/03/2016:	125	

ATTACHMENT F

From: Matthew Barry - PF <mbarry@primeflight.com>
Sent: Wednesday, June 08, 2016 5:06 PM
To: Christin Salerno
Subject: Re: JFK Daily Recap

Thank you

On Jun 8, 2016, at 5:31 PM, Christin Salerno <csalerno@primeflight.com> wrote:

Just sent out a 3rd call for today. That's 1200 calls this week alone. Every single person in the portal has been called at least once.

Thanks,
 Christin

Christin Salerno
 215-307-8272 - Cell

From: PFROC - General Manager
Sent: Wednesday, June 08, 2016 5:14 PM
To: Matthew Barry - PF; Mark Stewart - PF; PFJFK - Joshua Heady
Cc: PFSEA - Recruiter; Dana Adkins; Christin Salerno; PFMSA - General Manager; PFJFK - Esmie Subaxon
Subject: JFK Daily Recap

Matt,

We had a very slow day today. Mark Stewart added money on the Indeed account so that we will be Sponsored. Christin add our job fair on Craig's List. Verde said that she has started to get some responds to her contacts. We will be contacting some people we found in the portal to come in for interviews as well. We will be doing the new hire paper work for the new training class tomorrow morning. Numbers for today are below:

Total JFK B6 Applicants Scheduled for today:	100	
Total JFK B6 No Shows for Today	80	80.00%
Total Applicants Interviewed Today	20	
Total JFK B6 Drop Out/NQ:	8	40.00%
Total B6 Offered Jobs Today	12	
Applicants Sent for Drug Test Today	10	
Total JFK B6 Drug Test Requests Sent	99	
Total JFK B6 Hired Applicants	110	44.00%
Actual Compared to Target	140	

JFK B6 Target	250	
Interviews scheduled for B6 applicants 06/07/2016:	100	

Mark Gilbert
General Manager
Rochester Operations
Prime Flight Aviation Services
Phone: 585-775-9706
Fax: 585-436-5133

ATTACHMENT G

From: Matthew Barry - PF <mbarry@primeflight.com>
Sent: Tuesday, July 05, 2016 4:36 PM
To: Christin Salerno; Mark Stewart - PF
Cc: PFJFK - Joshua Heady
Subject: RE: Status Updates

Let's get these folks rolling and working.

From: Christin Salerno
Sent: Tuesday, July 05, 2016 5:09 PM
To: Mark Stewart - PF
Cc: PFJFK - Joshua Heady; Matthew Barry - PF
Subject: Status Updates

Mark,

Attached is a list of the 70+ people who are in OnBoarding and the hiring process. There are a bunch of people we could hire.

Thanks,
Christin

Christin Salerno
215-307-8272 - Cell

CV 16 - 5338

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

JAMES G. PAULSEN, Regional Director of *
Region 29 of the National Labor Relations Board, *
for and on behalf of the NATIONAL LABOR *
RELATIONS BOARD *

Petitioner *

v. *

PRIMEFLIGHT AVIATION SERVICES, INC., *

Respondent *

COGAN, J.

--CV--

FILED
CLERK
2016 SEP 26 PM 3:04
U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

MOTION TO TRY PETITION FOR PRELIMINARY INJUNCTION UNDER SECTION 10(j) OF THE NATIONAL LABOR RELATIONS ACT ON THE BASIS OF AFFIDAVITS AND OTHER DOCUMENTARY EVIDENCE

Petitioner respectfully moves that the injunctive relief prayed for in the Petition filed in this matter be granted without conducting an evidentiary hearing, based solely on the verified assertions of belief made in the Petition, and upon the witness affidavits and documentary evidence on which such belief is based. In support of this Motion, Petitioner argues as follows:

The Statutory Scheme under Which Temporary Injunctive Relief is Sought

To resolve a 10(j) petition, a District Court in the Second Circuit considers only two issues: whether there is "reasonable cause to believe" that a respondent has violated the Act and whether temporary injunctive relief is "just and proper." *See, e.g., Paulsen v. Remington Lodging & Hospitality, LLC*, 773 F.3d 462, 468-469 (2d Cir. 2014); *Kreisberg v. HealthBridge Management, LLC*, 732 F.3d at 141-142 (2d Cir. 2013), *cert. denied* 135 S.Ct. 869 (2014);

Hoffman v. Inn Credible Caterers, Ltd., 247 F.3d 360, 365 (2d Cir. 2001); *Silverman v. J.R.L. Food Corp. d/b/a Key Food*, 196 F.3d 334, 335 (2d Cir. 1999). See also *Mattina v. Kingsbridge Heights Rehabilitation and Care Center*, 329 Fed.Appx. 319, 321 (2d Cir. 2009).

The "Regional Director's determinations regarding 'reasonable cause' receive significant deference." *Paulsen v. Remington Lodging & Hospitality, LLC*, 773 F.3d at 469. In determining whether there is reasonable cause to believe that the Act has been violated, the District Court may not decide the merits of the case. See *Kaynard v. Mego Corp.*, 633 F.2d 1026, 1032-1033 (2d Cir. 1980). Rather, the court's role is limited to determining whether there is "reasonable cause to believe that a Board decision finding an unfair labor practice will be enforced by a Court of Appeals." *Kaynard v. Mego Corp.*, 633 F.2d at 1033 (quoting *McLeod v. Business Machine and Office Appliance Mechanics Conference Board*, 300 F.2d 237, 242 n. 17 (2d Cir. 1962)). The District Court should not resolve contested factual issues; the Regional Director's version of the facts "should be given the benefit of the doubt" (*Seeler v. The Trading Port, Inc.*, 517 F.2d at 37) and, together with the inferences therefrom, "should be sustained if within the range of rationality" (*Kaynard v. Mego Corp.*, 633 F.2d at 1031). The District Court also should not attempt to resolve issues of credibility of witnesses. *Kaynard v. Palby Lingerie Inc.*, 625 F.2d at 1051-52, fn. 5. See also *NLRB v. Electro-Voice, Inc.*, 83 F.3d 1559, 1570, 1571 (7th Cir. 1996); *Fuchs v. Jet Spray Corp.*, 560 F. Supp. 1147, 1150-51 n. 2 (D. Mass. 1983), *aff'd per curiam* 725 F.2d 664 (1st Cir. 1983).

Similarly, on questions of law, the District Court "should be hospitable to the views of the [Regional Director], however novel." *Kaynard v. Mego Corp.*, 633 F.2d at 1031 (quoting *Danielson v. Joint Board of Coat, Suit and Allied Garment Workers' Union, I.L.G.W.U.*), 494 F.2d 1230, 1245 (2d Cir. 1974)). The Regional Director's legal position should be sustained

"unless the [District] Court is convinced that it is wrong." *Kaynard v. Palby Lingerie, Inc.*, 625 F.2d at 1051. Accord: *Silverman v. Major League Baseball Player Relations Comm., Inc.*, 67 F.3d 1054, 1059 (2d Cir. 1995) ("appropriate deference must be shown to the judgment of the NLRB, and a District Court should decline to grant relief only if convinced that the NLRB's legal or factual theories are fatally flawed"); *Hoffman v. Inn Credible Caterers, Ltd.*, 247 F.3d at 365.

Accordingly, in view of the Regional Director's "relatively insubstantial burden of proof,"¹ it is not necessary for a District Court to hold a full, evidentiary hearing to enable it to conclude whether "reasonable cause" has been established. See, *Gottfried v. Samuel Frankel*, 818 F.2d at 493-94 (Sec. 10(j)); *San Francisco-Oakland Newspaper Guild v. Kennedy*, 412 F.2d at 546 (Sec. 10(l)). See also, *Aguayo v. Tomco Carburetor Co.*, 853 F.2d at 750-51.

Moreover, it is reversible error for a District Court to go beyond limited inquiry and to make findings on the ultimate merits of the charge. See *Maram v. Universidad Interamericana de Puerto Rico, Inc.*, 722 F.2d 953, 958-59 (1st Cir. 1983) (Sec. 10(j)); *Arlook v. S. Lichtenberg & Co.*, 952 F.2d 367, 372-73 (11th Cir. 1992); *Scott v. El Farra Enterprises, Inc., d/b/a Bi-Fair Market*, 863 F.2d 670, 676 (9th Cir. 1988) (Sec. 10(j)); *Solien v. United Steelworkers of America*, 593 F.2d 82, 86-87 (8th Cir. 1979), cert. denied 444 U.S. 828 (Sec. 10(l)); *Kaynard v. Independent Routemen's Assn.*, 479 F.2d 1070, 1072 (2d Cir. 1973) (Sec. 10(l)).

**The Instant Proceedings Should Be Tried Based Upon the Affidavits
Submitted By the Board**

In view of the foregoing, the weight of judicial authority holds that it is proper for a District Court to base its "reasonable cause" determinations in Section 10(j) and 10(l) cases upon

¹ *Kobell v. Suburban Lines, Inc.*, 731 F.2d 1076, 1084 (3d Cir. 1984); *Levine v. C & W Mining Co.*, 610 F.2d 432, 435 (6th Cir. 1979); *Gottfried v. Samuel Frankel*, 818 F.2d at 493; *Aguayo v. Tomco Carburetor, Inc.*, 853 F.2d at 748.

evidence presented in the form of affidavits or record testimony in a hearing before an administrative law judge. See, *Sharp v. Webco Industries Inc.*, 225 F.3d 1130, 1134 (10th Cir. 2000) (affidavits); *Silverman v. JRL Food Corp.*, 196 F.3d 334 (2d Cir. 1999) (ALJ transcript); *San Francisco-Oakland Newspaper Guild v. Kennedy*, 412 F.2d 541, 546 (9th Cir. 1969) (affidavits); *Aguiayo v. Tomco Carburetor Co.*, 853 F.2d 744, 750-51 (1st Cir. 1990) (affidavits); *Squillacote v. Graphic Arts International Union*, 540 F.2d 853, 860 (7th Cir. 1976) (affidavits); *Kennedy v. Teamsters, Local 542*, 443 F.2d 627, 630 (9th Cir. 1971) (affidavits); *Squillacote v. Automobile, Aerospace & Agricultural Implement Workers*, 383 F. Supp. 491, 493 (E.D. Wis. 1974) (affidavits).

Several district courts within the Second Circuit have granted petitions for temporary injunctions under Section 10(j) of the Act on the basis of affidavits and other supporting documentary evidence. See *Fernbach ex rel. N.L.R.B. v. Raz Dairy, Inc.*, 881 F. Supp. 2d 452, 466 (S.D.N.Y. 2012); *Dunbar for & on Behalf of N.L.R.B. v. Landis Plastics, Inc.*, 977 F. Supp. 169, 176 (N.D.N.Y. 1997); *Silverman v. Red & Tan Charters, Inc.*, No. 93 CIV. 6353 (LMM), 1993 WL 498062, at *1 (S.D.N.Y. Nov. 30, 1993).

With regard to the "just and proper" portion of the 10(j) analysis, Petitioner submits that ample evidence exists in the affidavits to support its contention that interim relief is just and proper. The evidence shows that Respondent's conduct, including refusing to recognize and bargain with the Service Employees International Union, Local 32BJ ("the Union"), has had a demonstrative "chilling" effect on employees and their support for the Union. Respondent's unfair labor practices have robbed its employees of the National Labor Relations Act's assurance that an employer must bargain with its employees' collective-bargaining representative regarding terms and conditions of employment, such as work hours. According to the sworn testimony of

employees, this has caused Respondent's employees to conclude that the Union cannot help them, and have quit. Furthermore, employees who used to actively support the Union, by attending meetings and signing a petition, and participating in a strike, are no longer willing to participate in these kinds of activities.

Though mindful that while the Court has more discretion when considering the "just and proper" prong of the 10(j) test, "it is not an avenue by which [a District Court judge] can decide the merits of the underlying unfair labor practice charges." *Dunbar*, 977 F. Supp. at 176. Thus, it is not necessary for a District Court to hold a full evidentiary hearing to enable it to conclude whether interim relief is "just and proper." However, should the Court determine that further evidence is necessary, Petitioner asserts that any resulting hearing should be for the sole purpose of presenting additional evidence and/or argument on the just and proper prong of the 10(j) analysis as opposed to hearing further evidence on whether there is reasonable cause to believe that Respondent violated the Act.

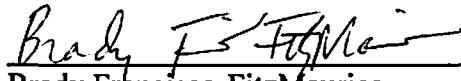
Finally, neither Rule 43(e) nor Rule 65 of the Federal Rules of Civil Procedure requires oral testimony in this type of statutory, temporary injunction proceeding, *Kennedy v. Sheet Metal Workers*, 289 F. Supp. 65, 87-91 (C.D. Cal. 1968),² and such procedures do not deny a fair hearing or due process to the Respondents. See, *Aguayo v. Tomco Carburetor Co.*, 853 F.2d at 750-51; *Asseo v. Pan American Grain Co.*, 805 F.2d 23, 25-26 (1st Cir. 1986); *Gottfried v. Samuel Frankel*, 818 F.2d 485, 493 (6th Cir. 1987); *Squillacote v. Graphic Arts International Union*, 540 F.2d at 860; *Kennedy v. Teamsters, Local 542*, 443 F.2d at 630; *San Francisco-Oakland Newspaper Guild v. Kennedy*, 412 F.2d at 546. Cf. *Brock v. Roadway Express, Inc.*, 481 U.S. 252, 263-64, 107 S.Ct. 1740 (1987) (Secretary of Labor may order temporary

² There is nothing in the texts of Section 10(j) and 10(l) that mandates oral testimony in these proceedings. See *San Francisco-Oakland Newspaper Guild v. Kennedy*, 412 F.2d at 546.

reinstatement of unlawfully discharged employee pending full administrative hearing; not a denial of due process to deny respondent full evidentiary hearing at preliminary stage).

In sum, submission of this Section 10(j) matter supported by the affidavits submitted by the Board will avoid the delay inherent in scheduling and conducting a full evidentiary hearing, will avoid duplicative litigation, will facilitate a speedy decision and will conserve the time and resources of the Court and the parties. Such procedure fully comports with the statutory priority that should be given to this proceeding under 28 U.S.C. Section 1657(a) and to the original intent of the 1947 Congress which enacted Section 10(j). See *Legislative History LMRA 1947*, 414, 433 (Government Printing Office 1985).

Respectfully submitted on September 26, 2016.



Brady Francisco-FitzMaurice
Counsel for Petitioner
National Labor Relations Board, Region 29
Two MetroTech Center, Suite 5100
Brooklyn, New York 11201

CV 16 - 5338

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

JAMES G. PAULSEN, Regional Director of
Region 29 of the National Labor Relations Board,
for and on behalf of the NATIONAL LABOR
RELATIONS BOARD

Petitioner

v.

PRIMEFLIGHT AVIATION SERVICES, INC.

Respondent

COGAN, J.

--CV--

STATE OF NEW YORK)
) s.s.:
COUNTY OF KINGS)

I, James G. Paulsen, being first duly sworn, depose and say:

1. I am the Regional Director of Region 29 of the National Labor Relations Board. I have read the foregoing Petition and know the contents thereof, and the statements therein made upon personal knowledge are true and those made upon information and belief I believe to be true.

2. Pursuant to Rule 9(c)(4) of the General Rules of the United States District Court for the Eastern District of New York and 28 U.S.C. §1657, this proceeding is brought on by application for Order to Show Cause, rather than by Notice of Motion for the following reasons:

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U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
SEP 26 2016

(a) I have reasonable cause to believe that the activities of Respondent described in the foregoing Petition occurring in connection with the business operations of an employer engaged in commerce, have a close, intimate and substantial relation to trade, traffic and commerce among the several states and tend to, and do lead to, labor disputes burdening and obstructing commerce and the free flow of commerce, and it may fairly be anticipated that, unless a temporary injunction is issued, Respondent will continue or repeat the acts and conduct alleged in the Petition, or similar acts and conduct. No previous application has been made for the order or relief herein sought.

(b) Section 10(j) of the National Labor Relations Act reflects the Congressional determination that because of the sometimes necessarily protracted and time consuming legal procedures, Congress gave the Board power in the public interest to seek injunctive relief to prevent persons who are violating the Act from accomplishing their unlawful purpose. In Section 10(j), Congress gave the Board the power to petition any District Court of the United States for appropriate temporary relief. The legislative history of the Act shows that Congress intended such power to be exercised by the Court. S. Rep. No. 105, 80th Cong., 1st Sess. 8, 27 (1947).

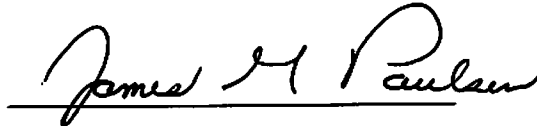
3. Accordingly, I respectfully submit that the Congressional mandate referred to above dictates that the most expeditious procedures available should be utilized in proceedings of this nature, and that, therefore, good and sufficient reason exists within the meaning of Rule 9(c)(4) to bring this matter on by Order to Show Cause, rather than by Notice of Motion. This action for injunction under Section 10(j) of the Act seeks to restrain conduct which is currently obstructing or leading to the obstruction of interstate commerce. Therefore, good cause exists within the meaning of 28 U.S.C.

§1657 to expedite consideration of this case by allowing it to be heard upon an Order to Show Cause, rather upon a Notice of Motion.

4. On July 29, 2016, and again on September 25, 2016, my office made an offer to settle the unfair labor practice allegations by e-mail to Richard R. Parker, Esq., Counsel for Respondent.

5. On September 25, 2016, 2016, Richard R. Parker, Esq., and Frank Birchfield, Esq., Counsel for Respondent, were advised that the Board would be making application for a temporary injunction order.

Dated at Brooklyn, New York, on September 26, 2016.

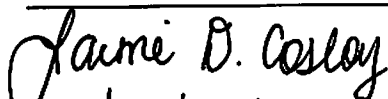


James G. Paulsen
Regional Director, Region 29
National Labor Relations Board
Two MetroTech Center, Suite 5100
Brooklyn, New York 11201

Subscribed and sworn to before me

On

JAIME D. COSLOY
NOTARY PUBLIC-STATE OF NEW YORK
No. 02CO6316648
My Commission Expires December 15, 2018


9/26/2016

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
JAMES G. PAULSEN, Regional Director of
Region 29 of the National Labor Relations Board
for and on behalf of the NATIONAL LABOR
RELATIONS BOARD,

Petitioner,

v.

PRIMEFLIGHT AVIATION SERVICES, INC.,

Respondent.
-----X

Case No. 16-cv-05338 (BMC)

**RESPONDENT PRIMEFLIGHT AVIATION SERVICES, INC.’S
ANSWER AND AFFIRMATIVE DEFENSES TO PETITIONER’S
PETITION FOR TEMPORARY INJUNCTION UNDER SECTION 10(j)
OF THE NATIONAL LABOR RELATIONS ACT**

Respondent PrimeFlight Aviation Services, Inc. (“PrimeFlight” or “Respondent”), by and through its attorneys, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., answers Petitioner James G. Paulsen’s (“Paulsen” or Petitioner”) Petition for Temporary Injunction Under Section 10(j) of the National Labor Relations Act (“Petitioner”) as follows:

I. PrimeFlight admits this allegation of the Petition.

II. PrimeFlight admits that Petitioner alleges Petitioner’s claims under Section 10(j) of the National Labor Relations Act and that this Court has jurisdiction over such claims. PrimeFlight denies that it is subject to such claims and avers, as set forth more fully in PrimeFlight’s Opposition to Petitioner’s Motion for a Preliminary Injunction, that PrimeFlight is not an “employer” as that term is defined in the National Labor Relations Act and is not subject to the jurisdiction of the National Labor Relations Board.

III. PrimeFlight admits the procedural elements of this allegation of the Petition as to the filing of the unfair labor practice charge and the issuance of the Complaint and Notice of Hearing. PrimeFlight denies the substantive allegations in Case No. 29-CA-177992.

IV. PrimeFlight denies the allegation in paragraph IV the Petition.

1. PrimeFlight admits the allegations in Paragraphs 1(a) and 1(b). PrimeFlight denies the allegations in Paragraph 1(c), above, and avers that PrimeFlight is not subject to the National Labor Relations Act as an employer.

2. PrimeFlight admits the allegations in paragraph 2 of the Petition.

3. PrimeFlight denies the allegations in paragraph 3 of the Petition, except that PrimeFlight admits that William Stejskal holds a Vice President position with PrimeFlight.

4. PrimeFlight is without sufficient information to admit or deny the allegations in paragraph 4 of the Petition.

5. PrimeFlight is without sufficient information to admit or deny the allegations in paragraph 5(a), (b) and (c) of the Petition.

6. PrimeFlight is without sufficient information to admit or deny the allegations in paragraph 6 of the Petition and its sub-parts, except that (i) PrimeFlight admits that it entered into a contract with JetBlue to provide those services described in PrimeFlight's Opposition to Petitioner's Motion for a Preliminary Injunction, (ii) PrimeFlight admits that it employs individuals formerly employed by Air Serv Corporation, and (iii) denies the remainder of the allegations in sub-paragraphs (c) and (d), particularly those relating to majority status.

7. PrimeFlight denies the allegations in paragraph 7 of the Petition.

8. PrimeFlight denies the allegations in paragraph 8 of the Petition.

9. PrimeFlight admits the allegations in paragraph 9 of the Petition, except that PrimeFlight denies that there is an appropriate "Unit" or that PrimeFlight had any bargaining obligation.

10. PrimeFlight admits the allegations in paragraph 10 of the Petition.

11. PrimeFlight denies the allegations in paragraph 11 of the Petition.

13. PrimeFlight admits the allegations in paragraph 13 of the Petition and its sub-parts, except that PrimeFlight denies that it could "fail" to recognize and bargain with the Union as the Union was not the exclusive bargaining representative and PrimeFlight had no obligation to recognize or bargain with the Union.

14. PrimeFlight admits the allegations in paragraph 14 of the Petition and its sub-parts, except that PrimeFlight denies that it could "fail" to furnish the Union with requested information as the Union was not the exclusive bargaining representative and PrimeFlight had no obligation to recognize or bargain with the Union.

15. PrimeFlight denies the allegations in paragraph 15 of the Petition, except that PrimeFlight admits it has not bargained collectively with the Union because PrimeFlight had no obligation to do so.

I6. PrimeFlight denies the allegations in paragraph I6 of the Petition.

VI. PrimeFlight denies the allegations in paragraph VI of the Petition.

VII. PrimeFlight denies the allegations in paragraph VII of the Petition.

VIII. No answer is necessary for paragraph VIII of the Petition.

PrimeFlight denies that Petitioner is entitled the relief requested in the Wherefore clause of the Petition or any relief of any kind.

GENERAL DENIAL

Respondent denies each and every allegation in the Petition not specifically admitted herein.

AFFIRMATIVE AND OTHER DEFENSES

At this time, Respondent asserts the following affirmative and other defenses to the Petition.

FIRST DEFENSE

The Petition fails to state a claim upon which relief may be granted.

SECOND DEFENSE

PrimeFlight is not an “employer” under the National Labor Relations Act.

THIRD DEFENSE

PrimeFlight is a derivative carrier employer under the Railway Labor Act, 45 U.S.C. § 151 *et seq.*

FOURTH DEFENSE

PrimeFlight had not yet employed a substantial and representative complement of its employees at the relevant work site at the time the Union demanded recognition as the bargaining representative of PrimeFlight’s employees.

RESERVATION OF RIGHTS

In addition to the foregoing defenses, Respondent reserves the right to assert any and all additional legal and/or equitable defenses that may become apparent during the course of discovery and/or trial.

WHEREFORE, Respondent requests that the Court enter judgment dismissing the Petition in its entirety and with prejudice; granting to Respondent its costs and attorneys' fees; and granting to Respondent PrimeFlight Aviation Services, Inc. such other relief as the Court may deem just and proper.

Dated: New York, New York
October 7, 2016

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

By s/ Frank Birchfield

Frank Birchfield
1745 Broadway, 22nd Floor
New York, NY 10019
(212) 492-2500

*Attorneys for Respondent
PrimeFlight Aviation Services, Inc.*

CERTIFICATE OF SERVICE

I, Frank Birchfield, hereby certify that upon this date, the foregoing RESPONDENT PRIMEFLIGHT AVIATION SERVICES, INC.'S ANSWER AND AFFIRMATIVE DEFENSES TO PETITIONER'S PETITION FOR TEMPORARY INJUNCTION UNDER SECTION 10(j) OF THE NATIONAL LABOR RELATIONS ACT was electronically filed with the Clerk of the District Court using the CM/ECF system, which sent notification of such filing to counsel of record.

I declare under penalty of perjury that the foregoing statements made by me are true and correct.

Dated: October 7, 2016

s/ Frank Birchfield

Frank Birchfield

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
JAMES G. PAULSEN, Regional Director of :
Region 29 of the National Labor Relations Board :
for and on behalf of the NATIONAL LABOR : Case No. 16-cv-05338 (BMC)
RELATIONS BOARD, :
 :
 :
Petitioner, :
 :
v. :
 :
PRIMEFLIGHT AVIATION SERVICES, INC., :
 :
Respondent. :
-----X

AFFIDAVIT OF FRANK BIRCHFIELD

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

1, Frank Birchfield, being first duly sworn under oath, solemnly affirm that the following is true based on my personal knowledge and belief:


1. I am a shareholder at the firm Ogletree Deakins, counsel of record for Prime Flight Aviation Services, Inc. ("PrimeFlight") in the above-entitled matter.

2. Attached to this Affidavit as Exhibit 1 is a true and correct copy of the employee list submitted as Exhibit 1 to the Affidavit of Matthew Barry. After Mr. Barry authenticated and described this document in his Affidavit, I reviewed the effective dates of the various employee classifications and counted the hires made before and after certain dates.

3. In Wheelchair Services, according to Exhibit 1, 139 Wheelchair Services Staff were hired after May 23, 2016. Based on Mr. Barry's affidavit statement that PrimeFlight employs 245 Wheelchair Services Staff, meaning 106 were hired before May 23, 2016, the percentage of that classification hired after May 23, 2016 is 56.7%. Based on a current employee complement of 500 employees and the prior employee complement of 361 employees, the increase in Wheelchair Services Staff after May 23, 2016 constituted a 38.5% increase in the size of the overall workforce.

4. I have personal knowledge of the facts in this affidavit. I am competent to testify to the matters set forth in this affidavit and make this affidavit based on my personal knowledge.

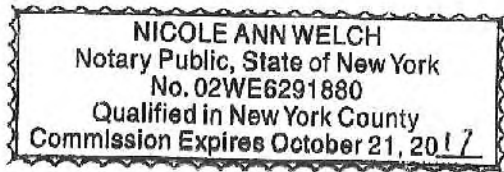
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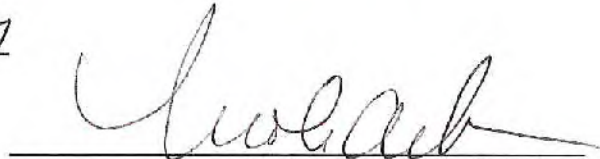

Frank Birchfield

Subscribed and sworn to before me this 7th day of October, 2016, by Nicole Welch.

Witness my hand and official seal.

My Commission Expires: October 21, 2017




Notary Public

26458698.1

EXHIBIT 1

Dept ID	Employee Name	Home Phone #	Description - Job Code Info	Eff Date
DJFK	Abdullah, Kamram R	516/754-5116	SkyCap Services Staff	04/26/2016
DJFK	Abelard, Joscame	321/895-0013	Wheelchair Services Staff	04/28/2016
DJFK	Abreu, Caroline	347/765-8805	Line Queue Staff	04/20/2016
DJFK	Adames, Danny D	646/294-3739	SkyCap Services Staff	04/28/2016
DJFK	Admetre, Richardson	929/234-9212	Baggage Handling Staff	04/19/2016
DJFK	Afia, Fabilha	646/525-7477	Wheelchair Services Staff	06/13/2016
DJFK	Ahmed, Hussain	631/230-0374	Wheelchair Services Staff	06/14/2016
DJFK	Ahmed, Jaffina I	917/717-8702	Wheelchair Services Staff	06/14/2016
DJFK	Ahmed, Jalal U	917/717-6074	Wheelchair Services Staff	04/26/2016
DJFK	Ahmed, Joyee	646/891-0261	Wheelchair Services Staff	04/28/2016
DJFK	Ahmed, Mosaddik	929/385-2512	Wheelchair Services Staff	04/20/2016
DJFK	Ahmed, Seemab	929/372-2924	Wheelchair Services Staff	04/26/2016
DJFK	Ahmed, Shamim	646/883-9854	Wheelchair Services Staff	06/13/2016
DJFK	Ahmed, Shuhel	718/674-5825	Wheelchair Services Staff	04/22/2016
DJFK	Ahmed, Waqas	718/312-2311	Wheelchair Services Staff	04/20/2016
DJFK	Ajodha, Ghanwattie	347/548-1514	Line Queue Staff	04/19/2016
DJFK	Akhter, Farhana	646/384-5121	Wheelchair Services Staff	06/21/2016
DJFK	Alam, Bodul	631/612-1875	Wheelchair Services Staff	04/21/2016
DJFK	Alexander Francis, Patsy C	203/818-2775	Wheelchair Services Staff	04/19/2016
DJFK	Alexander, Ian	347/369-9132	Baggage Handling Staff	06/20/2016
DJFK	Alexandre, Alexandra	718/586-2861	Wheelchair Services Staff	06/14/2016
DJFK	Alexis-Whittington, Tristan B	646/542-4419	Wheelchair Services Staff	06/21/2016
DJFK	Ali, Fataho	646/642-8547	Wheelchair Services Staff	06/14/2016
DJFK	Allen, Stacey A	347/813-3290	Wheelchair Services Staff	06/14/2016
DJFK	Alleyne, Desmond A	917/294-1863	SkyCap Services Staff	04/28/2016
DJFK	Ally, Sherreza N	347/251-1994	Line Queue Staff	04/19/2016
DJFK	Anika, Tasnuba	917/455-5956	Wheelchair Services Staff	06/20/2016
DJFK	Antoine, Joseph Gustave	347/302-8689	Wheelchair Services Staff	06/23/2016
DJFK	Arice, Sherwin	347/479-2634	Wheelchair Services Supervisor	04/26/2016
DJFK	Aspa Martin, David	347/267-5499	Wheelchair Services Staff	06/20/2016
DJFK	Atkinson, Kedesha A	347/264-8846	Wheelchair Services Staff	06/23/2016
DJFK	Augustin, Enoce	518/843-0376	SkyCap Services Staff	04/26/2016
DJFK	Bacchus, Kemal	646/417-1124	Duty Manager	04/22/2016
DJFK	Bacchus, Kemal	646/417-1124	Manager Duty	04/22/2016
DJFK	Bacchus, Pauline M	347/305-5363	Wheelchair Services Staff	04/19/2016
DJFK	Bagot, Acklima	718/441-5064	Wheelchair Services Staff	04/20/2016
DJFK	Bailey, Stanford F	646/200-0989	Wheelchair Services Staff	04/27/2016
DJFK	Baird, Phillip L	646/630-9535	Wheelchair Services Staff	04/20/2016
DJFK	Bajrang, Diwanti	347/647-2776	Wheelchair Services Staff	04/26/2016
DJFK	Baksh, Natacha	347/418-1984	Wheelchair Services Staff	04/19/2016
DJFK	Bellah, Rodney	347/420-4727	Wheelchair Services Staff	06/20/2016
DJFK	Bentoto, Ron Tubil	929/366-8546	Baggage Handling Staff	04/20/2016
DJFK	Baptiste, Gerard Q	347/528-8017	Baggage Handling Staff	04/18/2016
DJFK	Barnes, Annakaye Louise	347/671-4545	Office Support Hourly	04/11/2016
DJFK	Barua, Serun K	347/658-4681	Wheelchair Services Staff	04/26/2016
DJFK	Bascom, Michael	347/458-6455	Wheelchair Services Staff	04/20/2016
DJFK	Basdeo, Mohini	347/720-4511	Line Queue Staff	04/20/2016
DJFK	Basdeo, Nazima	347/531-5040	Line Queue Staff	04/21/2016
DJFK	Baskerville, Donna P	347/671-9534	Line Queue Staff	04/19/2016
DJFK	Batson, Jeanline M	646/353-9954	Wheelchair Services Staff	06/22/2016
DJFK	Bagum, Moshammat R	646/728-8467	Line Queue Staff	04/18/2016
DJFK	Begum, Shahnaz	347/236-8828	Wheelchair Services Staff	06/14/2016
DJFK	Begum, Zahera	347/865-5000	Wheelchair Services Staff	04/26/2016
DJFK	Belcher, Jeremiah T	718/618-3748	Line Queue Staff	04/22/2016
DJFK	Belton, Castro	817/251-6166	Wheelchair Services Staff	04/19/2016
DJFK	Belle, Royden Anthony	347/479-0815	SkyCap Services Staff	04/26/2016
DJFK	Bennett, Grace M	929/322-5472	Line Queue Staff	04/19/2016
DJFK	Bernard, Glentae Victoria	646/508-0347	Line Queue Staff	04/18/2016
DJFK	Bernard, Saecle S	347/934-1395	Wheelchair Services Staff	06/13/2016
DJFK	Bharat, Amit K	718/626-7859	Wheelchair Services Staff	06/15/2016
DJFK	Bishop Lewis, Tyree K	347/837-0486	Baggage Handling Staff	04/20/2016
DJFK	Bisnauth, Kamlewatie D	718/415-5289	Line Queue Staff	04/19/2016
DJFK	Biswas, Shukla	929/920-6267	Line Queue Staff	04/29/2016
DJFK	Black, Jessica O	929/423-4112	Wheelchair Services Staff	04/22/2016
DJFK	Blades, Ashley	347/650-8850	Wheelchair Services Staff	05/01/2016
DJFK	Blair, Teresa M	347/567-2684	Line Queue Staff	04/19/2016
DJFK	Bobb, Merwin T	347/742-8141	Baggage Handling Staff	04/21/2016
DJFK	Bolano Rios, Juan P	718/502-4166	Baggage Handling Staff	04/21/2016
DJFK	Boodle, Alexie Q	347/686-8404	Wheelchair Services Staff	06/21/2016
DJFK	Bookal, Carlton D	347/563-6121	Wheelchair Services Staff	06/14/2016
DJFK	Bowry, Troy A	347/906-1779	Duty Manager	04/28/2016
DJFK	Bowry, Troy A	347/906-1779	Manager Duty	04/26/2016
DJFK	Boyd, Shamire D	718/926-4497	Baggage Handling Staff	04/20/2016

DJFK	Brathwaite, Racquel Sandy	347/320-7309	Line Queue Staff	08/23/2016
DJFK	Brazao-Martinez, Erick R	347/938-1458	Wheelchair Services Supervisor	04/27/2016
DJFK	Bromfield, Junior T	917/873-7020	Baggage Handling Staff	08/21/2016
DJFK	Brown Jr, Anthony	718/723-9155	Baggage Handling Staff	04/21/2016
DJFK	Brown, Levonda Michelle	614/354-8434	Wheelchair Services Staff	08/27/2016
DJFK	Brown, Rysean M	347/335-7274	Wheelchair Services Staff	04/20/2016
DJFK	Brown, Sheenah R	757/292-0290	Baggage Handling Staff	04/20/2016
DJFK	Browne, Jason I	516/672-7493	Wheelchair Services Staff	08/14/2016
DJFK	Bryan, Africa Lyhase	347/355-8309	Wheelchair Services Staff	08/30/2016
DJFK	Bryan, Mavel L	347/485-2085	Wheelchair Services Staff	04/19/2016
DJFK	Bunbury, Devon A	347/784-1662	Baggage Handling Staff	04/28/2016
DJFK	Cabrera, Flordeliz	516/765-3034	Office Support Hourly	04/05/2016
DJFK	Caldeira, Sacha M	516/972-8850	Wheelchair Services Staff	06/09/2016
DJFK	Caldella, Steffaney A	347/320-7309	Wheelchair Services Staff	04/20/2016
DJFK	Campbell, Sueann Jenell Senatra	347/853-2193	Wheelchair Services Staff	07/08/2016
DJFK	Cannon, Sherwin A	347/968-8383	Baggage Handling Staff	04/20/2016
DJFK	Carter, Dominique Jiltara Pinkle	631/507-1972	Wheelchair Services Staff	06/22/2016
DJFK	Cesar, Rose K	347/348-6578	Line Queue Staff	04/20/2016
DJFK	Cesar, Woollo	347/217-5844	Baggage Handling Staff	04/20/2016
DJFK	Chambers, Shaula M	929/293-2091	Wheelchair Services Staff	08/20/2016
DJFK	Champagne, Taylor	347/662-8333	Manager Wheelchair Services	04/19/2016
DJFK	Champagne, Taylor	347/682-8333	Wheelchair Services Manager	04/19/2016
DJFK	Charles Clesidor, Guerdia	646/730-1340	Baggage Handling Staff	04/26/2016
DJFK	Chery, Richard D	917/600-8388	Wheelchair Services Staff	08/14/2016
DJFK	Chowdhury, Aynul Halder	347/435-5112	Wheelchair Services Staff	04/21/2016
DJFK	Chowdhury, Shahr A	929/231-6622	Wheelchair Services Staff	04/20/2016
DJFK	Clark, Sean P	917/688-7147	Wheelchair Services Staff	04/19/2016
DJFK	Clark, Timothy	917/292-7781	Wheelchair Services Staff	06/14/2016
DJFK	Clarke, Anttonet R	929/434-1152	Wheelchair Services Staff	06/14/2016
DJFK	Clarke, Shanae Athlena	347/832-7030	Wheelchair Services Staff	07/08/2016
DJFK	Clement, David	914/434-3234	Skycap Services Staff	04/26/2016
DJFK	Coaxum, Saderia L	347/385-7021	Line Queue Staff	04/21/2016
DJFK	Collins, Wendy R	347/841-1728	Line Queue Staff	04/19/2016
DJFK	Compere, Herold	347/881-1677	Baggage Handling Staff	04/28/2016
DJFK	Cook, Crystal Victoria	646/664-6312	Wheelchair Services Staff	07/06/2016
DJFK	Corrette, Whitney A	929/253-1272	Wheelchair Services Staff	04/20/2016
DJFK	Creese, Jason A	718/578-1090	Baggage Handling Staff	04/21/2016
DJFK	Cumberbatch, Audene M	347/338-7754	Line Queue Staff	04/21/2016
DJFK	Cunningham, Dumonye D	718/689-2921	Skycap Services Staff	04/27/2016
DJFK	Curotto, Gloria Beatriz	516/205-9821	Office Support Hourly	04/06/2016
DJFK	Dabydeen, Ajai L	917/702-5745	Wheelchair Services Staff	04/21/2016
DJFK	Dadle, Joel	347/255-4939	Baggage Handling Staff	04/18/2016
DJFK	Dallus, Wildene	347/965-7942	Wheelchair Services Staff	04/27/2016
DJFK	Davis, Glenice S	347/889-5610	Baggage Handling Staff	04/28/2016
DJFK	Davis, Jehud M	347/572-3788	Baggage Handling Staff	04/20/2016
DJFK	Davis, Mario Giovanni	347/303-3647	Baggage Handling Staff	04/20/2016
DJFK	Davis, Whitney A	347/209-9850	Wheelchair Services Staff	06/20/2016
DJFK	De Silva, Karen M	347/884-4488	Wheelchair Services Staff	04/26/2016
DJFK	Debnath, Kalyan K	347/755-1864	Wheelchair Services Staff	04/26/2016
DJFK	Delvoix, Myrline	631/562-3446	Wheelchair Services Staff	07/01/2016
DJFK	Dennis, Mark M	347/425-4091	Wheelchair Services Staff	06/14/2016
DJFK	Deownarain, Bhowanmatty	347/809-7216	Line Queue Staff	04/28/2016
DJFK	Destine, Jean Claude	718/502-7052	Wheelchair Services Staff	04/20/2016
DJFK	Dhaness, Victor S	718/717-9498	Wheelchair Services Staff	08/13/2016
DJFK	Diaz, Maximo Jose	917/568-4542	Wheelchair Services Staff	04/20/2016
DJFK	Dickey, Shiquita M	917/724-7742	Baggage Handling Staff	04/20/2016
DJFK	Dillon, Keon O	347/788-7835	Wheelchair Services Staff	06/07/2016
DJFK	Dixon, Donald R	917/651-9658	Wheelchair Services Staff	06/20/2016
DJFK	Dixon, Lourl Ann U	347/485-5527	Line Queue Staff	04/20/2016
DJFK	Downes, Elvonda	718/598-3101	Line Queue Staff	04/19/2016
DJFK	Dudley, Richard A	347/954-1254	Skycap Services Staff	04/26/2016
DJFK	Duggins, Leroy C	646/789-8808	Baggage Handling Staff	04/20/2016
DJFK	Duhaney, Omar A	347/746-3895	Wheelchair Services Staff	04/20/2016
DJFK	Duncan Jr, Richard	917/285-3295	Wheelchair Services Staff	06/21/2016
DJFK	Dunkley, Lamoya A	347/207-5098	Line Queue Staff	04/28/2016
DJFK	Eastman, Romaine A	347/741-4221	Wheelchair Services Staff	06/13/2016
DJFK	Ebanks, Eric	929/241-7235	Wheelchair Services Staff	04/28/2016
DJFK	Edmond, Jean F	646/549-3412	Wheelchair Services Staff	04/28/2016
DJFK	Edmond, Shanice D	347/965-4680	Wheelchair Services Staff	07/06/2016
DJFK	Edwards, Kirkland C	718/744-8027	Wheelchair Services Staff	04/26/2016
DJFK	Edwards, Ricardo M	347/892-7665	Wheelchair Services Staff	06/18/2016
DJFK	Elmlne, Ronald	347/524-3440	Skycap Services Staff	04/20/2016
DJFK	Espinal Cuello, Mayloris M	646/981-2159	Wheelchair Services Staff	04/27/2016
DJFK	Exantus Benjamin, Monique	646/377-0534	Wheelchair Services Staff	04/21/2016

DJFK	Fergus, Richard	347/964-0357	Wheelchair Services Staff	04/26/2016
DJFK	Faulk, Annette L	347/777-7064	Wheelchair Services Staff	06/07/2016
DJFK	Fayette, Wolfert	516/499-2064	Wheelchair Services Staff	06/13/2016
DJFK	Fayzullaev, Sherzod	347/251-1920	Baggage Handling Staff	04/22/2016
DJFK	Felix, Mark A	347/846-1922	Wheelchair Services Supervisor	04/26/2016
DJFK	Feng, Wei C	646/861-0076	Baggage Handling Staff	04/20/2016
DJFK	Fernandez, Lita J	347/506-0404	Line Queue Staff	04/22/2016
DJFK	Fernando, Kumari P	646/217-2926	Line Queue Staff	04/19/2016
DJFK	Foster Barnaby, Denise A	917/446-1380	Wheelchair Services Staff	06/23/2016
DJFK	Fowler, Tamar K	646/730-3756	Wheelchair Services Staff	06/14/2016
DJFK	Frage, Emmanuela	347/790-6346	Wheelchair Services Staff	04/28/2016
DJFK	Francis, Lloydeth T	347/469-7191	Wheelchair Services Staff	06/14/2016
DJFK	Francois, Franciska	347/707-8410	Wheelchair Services Staff	06/20/2016
DJFK	Francois, Kayla M	347/323-8279	Maintenance Staff	04/20/2016
DJFK	Frank, Faith R	716/660-0624	Wheelchair Services Staff	04/20/2016
DJFK	Frazer, Shamira T	347/791-1194	Line Queue Staff	04/18/2016
DJFK	Freycinet, Michel	347/822-8396	Wheelchair Services Staff	04/20/2016
DJFK	Frias, Sandy	929/345-0236	Wheelchair Services Staff	06/13/2016
DJFK	Fuller-Prawl, Cheyenne A	516/303-8283	Wheelchair Services Staff	04/26/2016
DJFK	Fulton, Talaya	347/217-2563	Wheelchair Services Staff	06/20/2016
DJFK	Gaeton, Krystelle	917/688-8262	Wheelchair Services Supervisor	04/29/2016
DJFK	Galarza, Carlos A	917/837-2399	Wheelchair Services Supervisor	04/28/2016
DJFK	Gant, Crystal A	347/650-8048	Wheelchair Services Staff	06/21/2016
DJFK	Garrett, Lonnie A	516/306-6925	Wheelchair Services Staff	06/13/2016
DJFK	Garrett, Pompay D	716/413-8521	Baggage Handling Staff	04/26/2016
DJFK	Gibbs, Kadeem A	347/638-0097	Baggage Handling Staff	04/20/2016
DJFK	Gillenwater, Hilda C	347/232-7326	Wheelchair Services Staff	06/14/2016
DJFK	Gnan Prakasam, Yesudevakumar	718/764-7886	Wheelchair Services Staff	04/26/2016
DJFK	Gomes, Jacinta C	929/278-2654	Wheelchair Services Staff	04/27/2016
DJFK	Goodluck, Makita L	929/331-6246	Line Queue Staff	04/21/2016
DJFK	Grady, Ashley M	347/863-8254	Line Queue Staff	04/22/2016
DJFK	Grent, Allando J	347/338-7502	Skycap Services Staff	04/26/2016
DJFK	Grant, Davante G	631/264-5559	Wheelchair Dispatcher	06/14/2016
DJFK	Grant, Devon A	718/791-8709	Skycap Services Staff	04/26/2016
DJFK	Grant, Jerome E	347/656-9378	Skycap Services Staff	04/26/2016
DJFK	Grant, Qwen G	347/785-0326	Wheelchair Services Staff	04/19/2016
DJFK	Gray, Charlando S	347/642-8086	Wheelchair Services Staff	06/21/2016
DJFK	Gray, Debra	480/544-2655	General Manager	04/18/2016
DJFK	Gray, Debra	480/544-2655	Manager General	04/18/2016
DJFK	Greaves, Delon K	646/226-1925	Skycap Services Staff	04/26/2016
DJFK	Green, Alfonso J	646/427-0484	Baggage Handling Staff	04/21/2016
DJFK	Green, Petronella N	347/513-7760	Line Queue Staff	04/20/2016
DJFK	Guevll, Max C	305/244-8271	Wheelchair Services Staff	04/26/2016
DJFK	Gunnis, Sasika A	347/241-8430	Wheelchair Services Staff	06/14/2016
DJFK	Gustavus, Lloyd D	718/640-7596	Skycap Services Staff	04/26/2016
DJFK	Guy, Winston Norbert	917/564-6967	Baggage Handling Staff	04/18/2016
DJFK	Hairston, Anthony T	646/675-7464	Baggage Handling Staff	04/19/2016
DJFK	Hakim, Mohamed A	929/385-2761	Wheelchair Services Staff	04/20/2016
DJFK	Halder, Rabi	631/565-3007	Wheelchair Services Staff	04/22/2016
DJFK	Hall, David L	347/603-2307	Baggage Handling Staff	04/20/2016
DJFK	Halley, Allison B	646/660-0782	Line Queue Staff	04/20/2016
DJFK	Halley, Rolyston A	646/664-5214	Wheelchair Services Staff	06/07/2016
DJFK	Hamilton, Christopher T	347/685-7541	Wheelchair Services Staff	06/26/2016
DJFK	Hamilton-Harris, Denise M	516/567-4347	Line Queue Staff	04/20/2016
DJFK	Harley, Dave A	718/501-5713	Line Queue Staff	04/22/2016
DJFK	Hemarine, Hemchand	917/616-3219	Wheelchair Services Staff	04/22/2016
DJFK	Harrison, Howard W	347/495-5341	Baggage Handling Staff	04/22/2016
DJFK	Harry, Latchmi	410/805-1594	Line Queue Staff	04/20/2016
DJFK	Hassan, Zia Ul	347/368-9802	Wheelchair Services Staff	04/21/2016
DJFK	Heedley, Ashamally L	929/868-5223	Wheelchair Services Staff	04/20/2016
DJFK	Hector, Nigel G	917/859-4586	Wheelchair Services Staff	04/22/2016
DJFK	Henry, Raven Abigail Tresanne	929/255-7866	Line Queue Staff	06/22/2016
DJFK	Hepburn, Linda E	347/596-2337	Wheelchair Services Staff	04/27/2016
DJFK	Hernandez, Marta E	347/717-7326	Skycap Services Staff	04/26/2016
DJFK	Himmel, Christopher F	347/343-0515	Baggage Handling Staff	04/19/2016
DJFK	Himmel, Denise	347/385-6950	Line Queue Staff	04/19/2016
DJFK	Hope, Filiana V	347/524-0032	Wheelchair Services Staff	04/20/2016
DJFK	Hoque, Mohammad S	347/536-8628	Baggage Handling Staff	04/27/2016
DJFK	Hossain, MD A	646/399-5044	Wheelchair Services Staff	04/21/2016
DJFK	Hossain, MD Jahangir	347/854-6873	Wheelchair Services Staff	04/18/2016
DJFK	Hoyle, Brian C	347/369-9779	Wheelchair Services Staff	06/09/2016
DJFK	Huang, Caroline	917/898-4356	Wheelchair Services Staff	04/20/2016
DJFK	Hussain, Imtiaz	646/353-8827	Wheelchair Services Staff	04/26/2016
DJFK	Hussain, Munawar	347/658-9904	Baggage Handling Staff	04/20/2016

DJFK	Hutchinson, Prince Orlando	347/961-2870	Wheelchair Services Staff	06/23/2016
DJFK	Hutchinson, Theresa N	646/420-0653	Wheelchair Services Staff	06/14/2016
DJFK	Islam, MD R	516/558-5249	Wheelchair Services Staff	06/23/2016
DJFK	Islam, Mohammed S	347/659-5498	Wheelchair Services Staff	04/26/2016
DJFK	Islam, Parvez S	609/742-9057	Wheelchair Services Staff	04/26/2016
DJFK	Islam, Rashidul	347/493-2007	Wheelchair Services Staff	04/21/2016
DJFK	Islam, Shafiqul	347/779-4384	Wheelchair Services Staff	07/06/2016
DJFK	Ismail, Mohammed	347/495-5857	Wheelchair Services Staff	04/26/2016
DJFK	Jackson, Edward A	646/250-7788	Wheelchair Services Staff	04/26/2016
DJFK	Janjua, Muhammad Akram	631/552-6342	Wheelchair Services Staff	05/04/2016
DJFK	Janvier, Jean O	347/884-8559	Wheelchair Services Staff	04/26/2016
DJFK	Javed, Muhammad	347/238-1175	Wheelchair Services Staff	04/26/2016
DJFK	Jean Baptiste, James	646/508-4556	Wheelchair Services Staff	04/20/2016
DJFK	Jean Benoit, Yolie	347/816-9498	Wheelchair Services Staff	08/14/2016
DJFK	Jean Julien, Jemima	347/530-3842	Wheelchair Services Staff	08/21/2016
DJFK	Jean Philippe Exli, Gernick	347/241-0486	Wheelchair Services Staff	08/14/2016
DJFK	Jean Pierre, Terry	347/738-2868	Wheelchair Services Staff	08/14/2016
DJFK	Jean, Cedrick I	347/339-9912	Wheelchair Services Staff	06/20/2016
DJFK	Jefferson, Craig S	718/810-4446	Wheelchair Services Staff	04/20/2016
DJFK	Joachim, Josue E	347/909-8460	Wheelchair Services Supervisor	04/28/2016
DJFK	Johnson, Israel James	347/545-1450	Wheelchair Services Staff	07/06/2016
DJFK	Johnson, Michael R	347/561-4494	Wheelchair Services Staff	05/01/2016
DJFK	Johnson, Naquan J	718/964-7131	Wheelchair Services Staff	06/22/2016
DJFK	Joint, Delince	347/546-8449	Wheelchair Services Staff	04/21/2016
DJFK	Jones, Bobby	718/834-0405	Baggage Handling Staff	04/22/2016
DJFK	Joseph, Isalah N	646/532-7448	Wheelchair Services Staff	06/20/2016
DJFK	Joseph, Ricky	347/586-3829	Wheelchair Services Staff	08/13/2016
DJFK	Joseph, Samuel O	347/358-4154	Wheelchair Services Staff	08/20/2016
DJFK	Joshua, Nancy L	917/684-8876	Wheelchair Services Supervisor	04/27/2016
DJFK	Joshua, Nathalia M	347/686-7911	Wheelchair Services Staff	06/09/2016
DJFK	Julius, Keyana U	347/859-2026	Wheelchair Services Staff	04/22/2016
DJFK	Juman, Alimoon	347/701-4497	Wheelchair Services Staff	04/21/2016
DJFK	Kahadugoda, Kapila N	917/228-9237	Skycap Services Staff	04/26/2016
DJFK	Kaur, Dalvinder	928/354-4073	Wheelchair Services Staff	04/22/2016
DJFK	Kaur, Harmanpreet	928/385-8191	Line Queue Staff	04/27/2016
DJFK	Kaur, Jagdeep	917/742-8917	Wheelchair Services Staff	08/09/2016
DJFK	Kaur, Maninder	347/445-7686	Duty Manager	08/08/2016
DJFK	Kaur, Maninder	347/445-7686	Manager Duty	08/08/2016
DJFK	Kaur, Paramjit	347/987-2053	Wheelchair Services Staff	04/22/2016
DJFK	Kaur, Paramjit	347/495-8906	Wheelchair Services Staff	04/26/2016
DJFK	Kaur, Rajwinder	928/499-4356	Wheelchair Services Staff	04/19/2016
DJFK	Kaur, Satvir	718/884-7242	Wheelchair Services Staff	08/20/2016
DJFK	Kaur, Surinder	347/879-9382	Wheelchair Services Staff	04/26/2016
DJFK	Khair, Mohammed A	718/755-0153	Wheelchair Services Staff	04/26/2016
DJFK	Khan, Fareeza	646/339-1330	Line Queue Staff	04/18/2016
DJFK	Khan, MD Mizanur	917/584-3192	Wheelchair Services Staff	04/21/2016
DJFK	Khan, MD S	347/853-8828	Baggage Handling Staff	04/18/2016
DJFK	Khan, Mahammadun N	917/824-5938	Wheelchair Services Staff	04/22/2016
DJFK	Khan, Nazrul I	287/578-6876	Wheelchair Services Staff	04/26/2016
DJFK	Khan, Waqqar	646/266-3180	Wheelchair Services Staff	08/09/2016
DJFK	Khirattle, Eran P	347/822-0569	Wheelchair Services Staff	04/19/2016
DJFK	Komatsu, Yuki Franklin	347/542-6716	Wheelchair Services Staff	04/27/2016
DJFK	Lachminarain, Ganesh N	347/400-5345	Baggage Handling Staff	04/27/2016
DJFK	Laibehari, Ghanesham	718/820-2710	Wheelchair Services Staff	08/07/2016
DJFK	Lall, Shireen	347/605-3424	Wheelchair Services Staff	04/18/2016
DJFK	Lachminarain, Dyal P	347/353-2037	Baggage Handling Staff	04/20/2016
DJFK	Lattimore, Rickla S	631/505-9567	Wheelchair Services Staff	06/13/2016
DJFK	Lawrence, Ann M	347/564-7485	Wheelchair Services Staff	08/13/2016
DJFK	Lawrence, Shannaz C	347/650-1650	Wheelchair Dispatcher	08/14/2016
DJFK	Leo, Sherlander S	917/254-8345	Baggage Handling Staff	04/26/2016
DJFK	Leopard, Jean R	347/233-7989	Baggage Handling Staff	04/19/2016
DJFK	Leriche, Emmanuel J	347/628-0980	Wheelchair Services Staff	08/20/2016
DJFK	Lihoussoun, Comlan A	917/293-0471	Baggage Handling Staff	04/26/2016
DJFK	Lindo, Camilla Annorice	718/578-4067	Baggage Handling Staff	04/18/2016
DJFK	Lipford, Valerie E	518/789-8864	Line Queue Staff	04/20/2016
DJFK	Lodhi, Farooq N	347/744-5087	Wheelchair Services Staff	04/22/2016
DJFK	Loncke, Dorna K	917/371-4217	Wheelchair Services Staff	06/13/2016
DJFK	Lopez, Christopher F	928/202-8294	Wheelchair Services Staff	08/13/2016
DJFK	Louis, Wildyne	347/792-8986	Baggage Handling Staff	04/18/2016
DJFK	Louis, Yanick Jean	347/589-1111	Wheelchair Services Staff	04/18/2016
DJFK	Lucas Thomas, Themesa	347/368-8353	Wheelchair Services Staff	08/27/2016
DJFK	Maharaj, Rajkumari	718/848-0045	Wheelchair Services Staff	04/20/2016
DJFK	Major, Jada D	917/538-6838	Wheelchair Services Staff	08/14/2016
DJFK	Mallari Jr, Casimiro A	646/671-3943	Wheelchair Services Staff	08/13/2016

DJFK	Manger, Kumarchand	347/836-7482	Wheelchair Services Staff	06/14/2016
DJFK	Marajh, Amos Garry	347/659-7813	Wheelchair Services Staff	04/27/2016
DJFK	Marlette, John Gardy	347/466-6732	Wheelchair Services Staff	04/18/2016
DJFK	Marigny-Liroy, Marquerite M	718/657-0572	Line Queue Staff	04/26/2016
DJFK	Marrett, Hakeem O	718/578-8641	Wheelchair Services Staff	04/21/2016
DJFK	Martinez, Johanna E	917/864-6505	Wheelchair Dispatcher	04/26/2016
DJFK	Martinez, Leonardo A	347-895-7454	Wheelchair Services Staff	04/20/2016
DJFK	Mascoli, Mylon C	347/659-6186	Wheelchair Services Staff	06/27/2016
DJFK	Mason, Alceson	718/807-7536	Wheelchair Services Staff	07/09/2016
DJFK	Massenat, Marie D	347/357-5674	Wheelchair Dispatcher	04/26/2016
DJFK	Mathurin, Immacula	347/942-2836	Wheelchair Services Staff	06/23/2016
DJFK	Matthews, Shaniqua Shantee	718/902-2089	Wheelchair Services Staff	06/27/2016
DJFK	Matthews, Sharon J	347/805-3333	Wheelchair Services Staff	06/13/2016
DJFK	Mayolino Estrella, Rait J	516/661-5015	Skycap Services Staff	04/29/2016
DJFK	McKenzie, Bianca Tameka	718/883-0882	Wheelchair Services Staff	04/20/2016
DJFK	McLaurin Jr, Michael A	347/971-6726	Line Queue Staff	04/28/2016
DJFK	Meley, Danley G	267/276-5719	Wheelchair Services Staff	06/13/2016
DJFK	Meley, Deika H	646/730-5681	Wheelchair Services Staff	06/13/2016
DJFK	Mervil, Marc Donald	518/808-8807	Wheelchair Services Staff	07/06/2016
DJFK	Michael, Rod	917/349-7204	Skycap Services Staff	04/22/2016
DJFK	Mimy, Menger	347/792-9392	Wheelchair Services Staff	06/09/2016
DJFK	Mingot Pierre Louis, Sandra	347/451-3717	Wheelchair Services Staff	06/13/2016
DJFK	Miraflores, Jesus D	646/515-5053	Skycap Services Staff	04/26/2016
DJFK	Mitchell, Kenya	347/819-8810	Wheelchair Services Staff	04/22/2016
DJFK	Mohamed, Zaman	347/264-8623	Baggage Handling Staff	04/16/2016
DJFK	Momin, Mohammed	917/208-1795	Wheelchair Services Staff	04/22/2016
DJFK	Mondiser, Marie J	516/424-3165	Wheelchair Services Staff	06/09/2016
DJFK	Monero, Ryan	516/727-5565	Wheelchair Services Staff	06/07/2016
DJFK	Monsi, Anisor R	347/986-2779	Wheelchair Services Staff	06/13/2016
DJFK	Moonsammy, Maharani	908/294-0944	Line Queue Staff	04/28/2016
DJFK	Moore, Cindy M	917/943-0108	Wheelchair Services Staff	08/20/2016
DJFK	Moreau, Daphnee	929/299-8442	Wheelchair Services Staff	06/13/2016
DJFK	Morgan, Melissa T	347/869-2990	Wheelchair Services Staff	06/21/2016
DJFK	Morris, Shanique R	646/522-3760	Wheelchair Services Staff	04/28/2016
DJFK	Moyez, Dewan A	929/312-1418	Wheelchair Services Staff	04/19/2016
DJFK	Mullahoo, Pratima D	347/307-3904	Wheelchair Services Staff	04/20/2016
DJFK	Mullings II, Michael A	347/228-1720	Baggage Handling Staff	04/21/2016
DJFK	Mullins, Teresa	347/813-4912	Wheelchair Services Staff	04/20/2016
DJFK	Munilall, Kisson D	347/251-5962	Wheelchair Services Staff	04/22/2016
DJFK	Murray, Charlene	718/344-4753	Line Queue Staff	04/19/2016
DJFK	Murray, Nicole W	718/928-8851	Line Queue Staff	04/19/2016
DJFK	Murrell, Ty Sheen S	347/869-2912	Baggage Handling Staff	04/20/2016
DJFK	Nagra, Harjit	718/860-3286	Wheelchair Services Staff	04/19/2016
DJFK	Nahar, Sanzida	347/665-2469	Wheelchair Services Staff	06/07/2016
DJFK	Nanan, Dhanraj	929/389-9997	Wheelchair Services Staff	04/27/2016
DJFK	Narain, Ghanshyam	347/891-6593	Baggage Handling Staff	06/07/2016
DJFK	Naraine, Lillowte	347/692-8861	Line Queue Staff	04/20/2016
DJFK	Narine, Seeta	347/894-8023	Wheelchair Services Staff	04/20/2016
DJFK	Nedd, Jomell Y	347/737-2497	Baggage Handling Staff	04/28/2016
DJFK	Nellson, Ian C	347/786-4013	Baggage Handling Staff	04/21/2016
DJFK	Nelson, Elroy Wayne	347/737-1359	Baggage Handling Staff	04/18/2016
DJFK	Nelson, Lyndon E	347/451-0640	Baggage Handling Staff	04/28/2016
DJFK	Nelson, Michel	347/884-8446	Skycap Services Staff	04/26/2016
DJFK	Nelson, Nicholas R	347/389-3439	Wheelchair Services Staff	06/30/2016
DJFK	Newsome, Kelsha P	347/512-7659	Wheelchair Services Supervisor	04/27/2016
DJFK	Nicholas, Alexa S	347/254-0941	Wheelchair Services Staff	04/21/2016
DJFK	Nixon, Duwayne D	347/571-4440	Baggage Handling Staff	04/29/2016
DJFK	Norlean, Chldine	347/382-4123	Wheelchair Services Staff	04/21/2016
DJFK	Nundalal, Indarjit	347/589-7372	Wheelchair Services Staff	04/22/2016
DJFK	Nunez, Joe C	347/320-4065	Skycap Services Staff	04/28/2016
DJFK	Nzoukeu Yankep, Frank F	929/325-4510	Wheelchair Services Staff	06/21/2016
DJFK	Ocampo, Jonathan	917/583-0991	Skycap Services Staff	04/28/2016
DJFK	Ochoa, Kirk A	347/447-4781	Wheelchair Services Staff	04/28/2016
DJFK	Ochoa, Pauline L	646/708-2625	Line Queue Staff	04/19/2016
DJFK	Odugbemi, Sulaimon	347/966-3255	Baggage Handling Staff	04/18/2016
DJFK	Okpara, Christian C	917/485-4959	Baggage Handling Staff	04/21/2016
DJFK	Ortiz, Latchanday D	347/851-4132	Wheelchair Services Staff	04/26/2016
DJFK	Qutram, Kenya B	347/592-3041	Wheelchair Services Staff	06/13/2016
DJFK	Owen, Shaquille R	347/932-7592	Baggage Handling Staff	04/20/2016
DJFK	Owens, Joshua G	347/513-4788	Wheelchair Services Staff	06/14/2016
DJFK	Oxley Delf, Marcla R	846/282-6721	Wheelchair Services Staff	04/22/2016
DJFK	Panan, Vivic Lorenzo	347/776-6368	Wheelchair Services Staff	04/18/2016
DJFK	Paredes, Mike S	347/556-9389	Wheelchair Services Staff	04/20/2016
DJFK	Parris, Makeba K	929/312-5844	Line Queue Staff	04/19/2016

DJFK	Partap, Mukesh	631/507-3841	Baggage Handling Staff	04/28/2016
DJFK	Parveen, Mosammat Rawshan	347/691-8058	Wheelchair Services Staff	06/22/2016
DJFK	Pencile, Roland O	917/293-7784	Wheelchair Services Staff	04/20/2016
DJFK	Perez, Hilda	646/204-2948	Skycap Services Staff	04/26/2016
DJFK	Persaud, Bibi S	929/365-1377	Wheelchair Services Staff	04/19/2016
DJFK	Persaud, Radica	347/807-8829	Wheelchair Services Staff	04/22/2016
DJFK	Persaud, Rohit	347/233-6938	Wheelchair Services Staff	04/26/2016
DJFK	Peters, Sherryann N	646/669-5920	Wheelchair Services Staff	06/13/2016
DJFK	Peters, Shirlin J	917/392-6990	Line Queue Staff	04/19/2016
DJFK	Pierre Charles, Judith	646/938-8587	Wheelchair Services Staff	06/13/2016
DJFK	Pierre, Jude	347/641-3516	Baggage Handling Staff	04/22/2016
DJFK	Pierre, Kevin A	347/206-8334	Wheelchair Services Staff	04/26/2016
DJFK	Pierre, Yves	732/801-3649	Wheelchair Services Staff	04/26/2016
DJFK	Pilgrim, Joan A	917/348-2652	Wheelchair Services Staff	04/19/2016
DJFK	Pinkney Jr, Troy	347/744-5498	Baggage Handling Staff	04/22/2016
DJFK	Placide, Caroline	917/361-0985	Wheelchair Services Staff	04/26/2016
DJFK	Poe, Jalsha Domonique	347/325-3154	Wheelchair Services Staff	05/05/2016
DJFK	Polanco, Henry E	718/724-9202	Skycap Services Staff	04/21/2016
DJFK	Pranantram, Jayraam	347/238-8878	Line Queue Staff	04/19/2016
DJFK	Prasad, Aditi	973/336-6447	Line Queue Staff	04/20/2016
DJFK	Prasad, Surendra	347/233-4092	Wheelchair Services Staff	04/20/2016
DJFK	Prince, Denzyl R	347/689-2823	Baggage Handling Staff	04/22/2016
DJFK	Prince, Shovon T	929/338-9220	Wheelchair Services Staff	08/13/2016
DJFK	Quidlat, Dionel B	347/398-1494	Baggage Handling Staff	04/26/2016
DJFK	Raeburn, Craig Jamal	347/836-7600	Wheelchair Services Staff	04/27/2016
DJFK	Rahall, Ahmad	347/659-9817	Wheelchair Services Staff	04/19/2016
DJFK	Rahman, Mohammad T	347/589-4215	Wheelchair Services Staff	04/22/2016
DJFK	Ramirez, Jennifer	646/982-8622	Wheelchair Services Staff	07/06/2016
DJFK	Ramkaran, Dhanovan B	347/610-6858	Wheelchair Services Staff	07/06/2016
DJFK	Rammarain, Deodat	347/488-2429	Wheelchair Services Staff	04/28/2016
DJFK	Ramos, Yesenia	846/730-6838	Wheelchair Services Staff	06/14/2016
DJFK	Ramsammy, Lloyd A	718/578-5109	Skycap Services Staff	04/26/2016
DJFK	Rasheed, Faisal	516/705-4075	Wheelchair Services Staff	04/19/2016
DJFK	Rayhan, Abu	347/658-8835	Wheelchair Services Staff	04/16/2016
DJFK	Reld, Omar A	347/600-0249	Baggage Handling Staff	04/26/2016
DJFK	Reld, Sterling S	917/688-9479	Wheelchair Services Staff	04/26/2016
DJFK	Remy, Thatiana	917/438-0949	Wheelchair Dispatcher	04/26/2016
DJFK	Richards, Jeremy S	718/355-0811	Skycap Services Staff	04/22/2016
DJFK	Robinson, Jasmine E	917/200-3798	Line Queue Staff	04/21/2016
DJFK	Robles, Frankie	718/219-1388	Skycap Services Staff	04/21/2016
DJFK	Roc, Sachai	917/348-3340	Wheelchair Services Staff	04/20/2016
DJFK	Rocher, Fatima	516/406-5108	Wheelchair Services Staff	06/22/2016
DJFK	Rodgers, Irene N	347/389-8428	Wheelchair Services Staff	06/13/2016
DJFK	Rodriguez Diaz, Juan J	347/995-8749	Wheelchair Services Staff	04/19/2016
DJFK	Rodriguez, Rosary A	917/582-8051	Skycap Services Staff	04/28/2016
DJFK	Roopnarine, Chandrawattie	347/744-0686	Wheelchair Services Staff	04/19/2016
DJFK	Roopnarine, Hemyantie	347/357-4489	Wheelchair Services Staff	04/27/2016
DJFK	Roopnarine, Prakesh	347/753-0516	Wheelchair Services Staff	04/21/2016
DJFK	Rustum, Sickram	347/984-5019	Wheelchair Services Staff	04/26/2016
DJFK	Salim, Farouk M	347/520-2264	Wheelchair Services Staff	06/14/2016
DJFK	Salmon, Robert W	347/218-7965	Wheelchair Services Staff	06/22/2016
DJFK	Samuels, Vanessa A	347/792-3415	Wheelchair Services Staff	04/19/2016
DJFK	Sanchez, Joseph I	718/807-7798	Skycap Services Staff	04/26/2016
DJFK	Sanchez, Stephanie Isabel	970/208-5589	Line Queue Staff	04/18/2016
DJFK	Sang, Cianna S	718/598-2044	Line Queue Staff	04/21/2016
DJFK	Sano, Zainab	917/769-2118	Line Queue Staff	04/21/2016
DJFK	Sarabodial, Hemewantie	516/444-8459	Wheelchair Services Staff	04/20/2016
DJFK	Saunders, Darlene	347/455-5498	Wheelchair Services Staff	04/19/2016
DJFK	Scarlett, Kamesha Jaqueline	929/368-8899	Wheelchair Services Staff	07/08/2016
DJFK	Schmidt, Subrena M	347/994-7553	Wheelchair Services Staff	04/20/2016
DJFK	Scott Greary, Nickel L	347/873-8992	Wheelchair Services Staff	04/26/2016
DJFK	Scott, Trevor A	917/627-7160	Baggage Handling Staff	04/27/2016
DJFK	Scott, Wayneca J	347/654-4017	Baggage Handling Staff	08/28/2016
DJFK	Seabrook, Tiffany B	347/942-2394	Wheelchair Services Staff	06/13/2016
DJFK	Segre, Tanisha O	917/898-8880	Baggage Handling Staff	04/21/2016
DJFK	Shah, Abdul M	860/805-9173	Wheelchair Services Staff	04/26/2016
DJFK	Shakur, Sultana A	347/445-5899	Line Queue Staff	04/20/2016
DJFK	Sharma, Apra	347/894-1673	Wheelchair Services Staff	04/20/2016
DJFK	Sharpe, Courtney Anthony	718/712-7919	Wheelchair Services Staff	04/18/2016
DJFK	Shepherd, Monica N	917/640-5782	Wheelchair Services Staff	06/13/2016
DJFK	Shuler, Corey W	646/629-1746	Wheelchair Services Staff	04/19/2016
DJFK	Siddiq, Sabirah	347/833-6355	Wheelchair Dispatcher	04/20/2016
DJFK	Simmons, Treyvone E	347/581-2803	Baggage Handling Staff	04/26/2016
DJFK	Simon Pierre-Louis, Rose A	954/397-4828	Wheelchair Services Staff	04/18/2016

DJFK	Simpson, Kerry A	347/300-5184	Line Queue Staff	04/26/2016
DJFK	Singh, Anil R	347/371-3390	Wheelchair Services Staff	06/13/2016
DJFK	Singh, Dhankumarie	347/471-6880	Line Queue Staff	04/22/2016
DJFK	Singh, Geeta	917/373-8323	Line Queue Staff	04/19/2016
DJFK	Singh, Gurmanpreet	347/891-9114	Wheelchair Services Staff	06/13/2016
DJFK	Singh, Mona L	347/901-2614	Line Queue Staff	04/22/2016
DJFK	Singh, Sham Sundar	516/512-3212	Wheelchair Services Staff	06/23/2016
DJFK	Singh, Sukhvinder	347/885-3316	Wheelchair Services Staff	04/18/2016
DJFK	Singh, Yogeshwar	917/753-0432	Wheelchair Services Staff	06/14/2016
DJFK	Small, Edna A	917/566-9766	Wheelchair Services Staff	04/21/2016
DJFK	Smith, Lane, Anisha S	347/968-8437	Wheelchair Services Staff	04/20/2016
DJFK	Smith, Dermon C	347/243-4714	Skycap Services Staff	04/26/2016
DJFK	Smith, Maize E	646/217-8521	Line Queue Staff	04/21/2016
DJFK	Smith, Yasmine	347/433-1156	Wheelchair Services Staff	04/19/2016
DJFK	Sookram, David S	347/257-6677	Baggage Handling Staff	04/20/2016
DJFK	Soto Jr, Pedro	347/210-7575	Wheelchair Services Staff	04/21/2016
DJFK	Springer, Ruth N	718/878-0314	Line Queue Staff	04/18/2016
DJFK	St Preux, Raphael J	347/320-2758	Baggage Handling Staff	04/21/2016
DJFK	Stavien, Mike J	347/600-3378	Baggage Handling Staff	04/27/2016
DJFK	Stewart, Kit M	631/714-0638	Skycap Services Staff	04/22/2016
DJFK	Stewart, Tracey D	917/742-1661	Line Queue Staff	04/19/2016
DJFK	Stone, Shane O	917/842-9704	Baggage Handling Staff	04/21/2016
DJFK	Suban, Taren A	917/200-2844	Line Queue Staff	04/19/2016
DJFK	Sufian, Abu	718/340-8432	Wheelchair Services Staff	04/26/2016
DJFK	Sukhoo, Rudradev	347/807-8230	Wheelchair Services Staff	04/19/2016
DJFK	Sultana, Jarna	917/862-9087	Wheelchair Services Staff	04/19/2016
DJFK	Sumpter, Ivy P	917/741-0564	Wheelchair Services Staff	06/21/2016
DJFK	Tabassum, Rubina	347/334-8304	Wheelchair Services Staff	04/21/2016
DJFK	Tannis, Michael M	347/272-7769	Wheelchair Services Staff	06/10/2016
DJFK	Taylor, Mark A	917/272-7614	Baggage Handling Staff	04/20/2016
DJFK	Taylor, Robert Ernesto	347/408-8410	Baggage Handling Staff	07/01/2016
DJFK	Tejada, Jose	347/420-6034	Skycap Services Staff	04/25/2016
DJFK	Telfer, Mandica M	347/265-8444	Supervisor	05/07/2016
DJFK	Telfer, Mandica M	347/265-8444	Supv General	05/07/2016
DJFK	Terroade, Edith A	718/688-0684	Line Queue Staff	04/26/2016
DJFK	Thelwell, Shorlon T	347/737-0006	Wheelchair Services Staff	04/21/2016
DJFK	Thomas, Fidelis F	718/679-2577	Line Queue Staff	04/21/2016
DJFK	Thomas, Lucy T	347/385-6166	Line Queue Staff	04/19/2016
DJFK	Thomas, Tanice Tramaine	347/879-0530	Wheelchair Services Staff	07/06/2016
DJFK	Thomas, Vijay	646/204-5496	Wheelchair Services Staff	04/27/2016
DJFK	Tobin, Justin A	917/438-0225	Wheelchair Services Staff	06/13/2016
DJFK	Trotman, Rahlon M	347/204-5013	Skycap Services Staff	04/26/2016
DJFK	Tunis, Rahmatu S	917/943-9858	Skycap Services Staff	04/26/2016
DJFK	Turenne, James	786/356-9545	Wheelchair Services Staff	04/19/2016
DJFK	Udarnauth, Daryl M	718/350-0116	Skycap Services Staff	04/26/2016
DJFK	Varlack, Lawrence J	646/358-7302	Wheelchair Services Staff	06/07/2016
DJFK	Veme, Makentosh	718/450-4773	Baggage Handling Staff	04/18/2016
DJFK	Vemet, Baudouin	347/884-1309	Wheelchair Services Staff	04/26/2016
DJFK	Vilme, Natacha	662/224-8652	Baggage Handling Staff	04/21/2016
DJFK	Walker, Ian L	347/784-9660	Baggage Handling Staff	04/27/2016
DJFK	Walker, Lorna	829/332-0201	Line Queue Staff	04/19/2016
DJFK	Wallace, Wayne	917/861-4243	Baggage Handling Staff	04/29/2016
DJFK	Wallington, Reginald	516/300-3969	Wheelchair Services Staff	04/21/2016
DJFK	Wallington, Reginald	516/300-3969	Wheelchair Services Staff	06/26/2016
DJFK	Webb, Jalaya F	718/964-3769	Wheelchair Services Staff	04/28/2016
DJFK	Webb, Jailsa N	347/497-1800	Wheelchair Services Staff	04/28/2016
DJFK	Welch, Terrell R	347/418-3826	Wheelchair Services Staff	06/13/2016
DJFK	Wellington, Michael C	347/733-6851	Wheelchair Services Staff	04/20/2016
DJFK	Welsh, Tinika Cerene	917/635-7915	Wheelchair Services Staff	08/23/2016
DJFK	Wharton, Crystal C	646/208-1067	Wheelchair Services Staff	04/19/2016
DJFK	White, Kewana K	917/224-4463	Wheelchair Services Staff	08/13/2016
DJFK	Wiley, Avery L	347/684-8425	Line Queue Staff	06/27/2016
DJFK	Williams, Asya R	347/488-3792	Line Queue Staff	04/21/2016
DJFK	Williams, Makie C	631/384-9814	Wheelchair Services Staff	04/26/2016
DJFK	Williams, Marvin F	917/659-3823	Baggage Handling Staff	04/27/2016
DJFK	Williams, Syayra L	929/378-6085	Wheelchair Services Staff	06/14/2016
DJFK	Wilson Jr, Anthony	929/732-5438	Baggage Handling Staff	05/07/2016
DJFK	Wilson, Lorraine M	616/643-7562	Baggage Handling Staff	04/20/2016
DJFK	Wilson, Michele	718/509-7165	Baggage Handling Staff	04/22/2016
DJFK	Winckler, Arthur D	347/208-5435	Baggage Handling Staff	04/20/2016
DJFK	Woodson, Dennis	201/259-6622	Wheelchair Services Staff	04/21/2016
DJFK	Wright Alleyne, Amarilis L	347/954-1876	Wheelchair Services Staff	04/26/2016
DJFK	Wright, Helen	646/305-0858	Wheelchair Services Staff	04/22/2016
DJFK	Wright, Leah L	718/716-6424	Wheelchair Services Staff	04/26/2016

DJFK	Yarde, Jamayce Ann	718/978-1436	Wheelchair Services Staff	06/24/2016
DJFK	Yearwood, Chauncy	347/472-2463	Wheelchair Services Staff	04/27/2016
DJFK	Zhangalimbay, Wilson N	305/213-4939	Wheelchair Services Staff	06/14/2016
DJFK	Zirkiyev, Roman	718/897-4239	Wheelchair Services Staff	04/26/2016

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JAMES G. PAULSEN, Regional Director of
Region 29 of the National Labor Relations Board,
For and on behalf of the NATIONAL LABOR
RELATIONS BOARD

Petitioner

v.

PRIMEFLIGHT AVIATION SERVICES, INC.

Respondent

AFFIDAVIT OF MATTHEW BARRY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, Matthew Barry, being first duly sworn under oath, solemnly affirm that the following is true based on my personal knowledge and belief:

1. Prime Flight Aviation Services, Inc. ("PrimeFlight") is a wholly-owned subsidiary of SMS Holdings and operates at a number of airports around the country.

2. I am currently employed as the Division Vice President for PrimeFlight. My duties include oversight of all areas of operation for PrimeFlight, including ground handling and terminal services, at approximately a dozen airports across the country, including John F. Kennedy International Airport ("JFK").

3. JetBlue is an airline carrier which provides transport by airplane for passengers and cargo to and from airports throughout the United States and internationally.

4. In early 2016, PrimeFlight successfully bid on certain services provided to JetBlue at Terminal 5 of JFK that had previously been provided by Air Serve Corporation and PAX Assist. I was closely involved in all aspects of PrimeFlight's bidding on and takeover of operations from Air Serv and PAX Assist. Upon starting operations on May 9, 2016, PrimeFlight determined immediately, meaning on Day 1 of operations, that we needed to staff up drastically from the number of employees PrimeFlight had hired prior to May 9, 2016. We decided to hire up to the level of 500 employees in two additional phases to the pre-May 9 hire.

5. Since commencing operations at JFK on May 9, 2016, and continuing to today, the services PrimeFlight has provided at JFK include the following:

- a) Curbside Baggage Check-in, known as “Skycap” services, which is luggage porter service for airline passengers from the curbside to check-in;
- b) Baggage Handling, which involves handling passenger baggage at the JetBlue ticket counter, baggage claim, oversized baggage conveyor belts, and international customs conveyor belts;
- c) Line Queue Monitoring, which provides (i) line monitors for the passenger lines at security checkpoints run by the Transportation Safety Administration and (ii) line monitor ambassadors in the customs hall for international flights to direct passengers to customs agents; and
- d) Wheelchair Services, which provides wheelchair service and transport to passengers who request such service.

6. PrimeFlight currently provides service at JFK to JetBlue, Hawaiian Airlines, Aer Lingus, and TAP- Portugal Air.

7. JetBlue provides PrimeFlight with a flight schedule on a monthly basis. PrimeFlight is paid by JetBlue at JFK based on the number of flights JetBlue operates per day. JetBlue advises PrimeFlight of the number of flights JetBlue will have each day, how many wheelchair customers JetBlue expects, and what times during the day PrimeFlight’s employee positions need to be covered, including the ticket counter, security checkpoint, and baggage handling. Some PrimeFlight positions are static, meaning the same hours are expected each day, but most positions are non-static and require more personnel during busy times and fewer or none at other times of day. Wheelchair positions are all non-static, which is about half the employees, and many of the remaining positions are also non-static, so the variable hours positions are well over 50% of the employee complement.

8. JetBlue pays PrimeFlight a flat rate for every flight, which must cover the wages and benefits of the employees. JetBlue has an expectation for the minimum number of workers for each position, which leads directly to how many people PrimeFlight schedules and how many hours are scheduled. PrimeFlight sets its employees’ wages and benefits, but those are determined based on JetBlue’s reimbursement rate and volume to PrimeFlight.

9. JetBlue also provides wheelchair demand to PrimeFlight through an electronic system which tells PrimeFlight how many wheelchairs are coming in on each flight. JetBlue updates that based on passenger requests and check-ins, and PrimeFlight assigns Wheelchair Services Staff to cover those needs.

10. JetBlue provides PrimeFlight with office space at four separate locations at JFK, at no cost to PrimeFlight, which supplies all of PrimeFlight’s office space at JFK. All physical space for PrimeFlight operations is provided by JetBlue, including space for equipment storage, the locker room for PrimeFlight employees, and breakrooms for PrimeFlight employees.

11. JetBlue provides PrimeFlight with nearly all equipment used by PrimeFlight at JFK, at no cost to PrimeFlight. This equipment includes the radios, wheelchairs, aisle chairs, telephones, internet lines, computers, baggage carts, and technology platform for PrimeFlight employees.

12. Prior to commencing work on the contract at JFK, PrimeFlight first had to receive approval from JetBlue's branding department regarding the uniforms PrimeFlight employees were to wear. JetBlue has ongoing control over this – if PrimeFlight changes its uniforms, PrimeFlight must get approval from JetBlue.


13. PrimeFlight employees have access to certain computers owned by JetBlue which PrimeFlight employees use to perform their various duties, including skycaps doing check-in at the curb and Dispatch employees who retrieve information about passengers who will need wheelchair assistance. This is the sole means of computer access for these job duties.

14. PrimeFlight is required to provide JetBlue with regular reports showing the number of wheelchair "transactions." The PrimeFlight system tracks all wheelchair requests, with PrimeFlight employees carrying a tablet to scan the boarding passes of passengers. This data is aggregated for JetBlue. PrimeFlight provides JetBlue three shift reports each day on the number of PrimeFlight employees working. JetBlue can demand that more people be staffed on shifts in order to provide the level of service desired by JetBlue for its passengers.

15. PrimeFlight's agreement with JetBlue requires that PrimeFlight provide its employees with all necessary initial and recurrent training, including familiarization with JetBlue policies. PrimeFlight employees must also complete JetBlue curriculum training.

16. PrimeFlight is required by contract to provide JetBlue with copies of training records, workplace accidents and injuries, employee grievances, and employee disciplinary actions upon JetBlue's request.

17. PrimeFlight employees at JFK interact regularly with JetBlue managers and supervisors and respond directly to JetBlue management's radio calls. JetBlue supervisors and managers interact with PrimeFlight employees constantly throughout each work day. JetBlue managers and supervisors have the authority to direct the work of PrimeFlight employees and do so on a daily basis.

18. PrimeFlight employees,  and regularly attend meetings conducted by JetBlue, including operations meetings occurring every day at 10:30 am. PrimeFlight also attend other JetBlue meetings relating to safety, new programs, special events, and coordination of services.

19. JetBlue has the right to audit PrimeFlight's records, when the audit is directly related to the services provided to JetBlue by PrimeFlight.

20. The contract also requires that PrimeFlight provide records of incidents and accidents involving PrimeFlight's employees. JetBlue also has a contractual right to audit and inspect the provision of services provided by PrimeFlight at JFK.

21. JetBlue coordinates with PrimeFlight's supervisors on a daily basis to ensure that PrimeFlight provides the necessary wheelchair, line monitoring, and baggage services.

22. PrimeFlight has agreed with JetBlue that JetBlue can have a PrimeFlight employee removed from working on the JetBlue contract. If that occurs, the employee must be terminated because JetBlue runs all of PrimeFlight's services for Hawaiian, Aer-Lingus, and TAP. PrimeFlight would not have an option to transfer the person to another assignment.

23. PrimeFlight provides wheelchair assistance services to JetBlue for JetBlue's passengers, which is a service Air Serv did not provide to JetBlue. Approximately 50% (about 245) of PrimeFlight employees at the JFK operation provide wheelchair assistance.

24. Attached to this affidavit as Exhibit 1 is a list of the 520 employees who have been hired by PrimeFlight during the period from April 1, 2016, to July 6, 2016, with information regarding hire dates, job classification, telephone numbers and shifts.

25. When PrimeFlight assumed operations at JFK for JetBlue, PrimeFlight planned to hire approximately 500 employees, 245 of which would be in the wheelchair assistant classification. Exhibit 2 to this affidavit shows the breakdown by classification of the numbers of employees PrimeFlight hired in each classification.

26. At the time of the Union's request for recognition on May 23, 2016, there were approximately 362 employees hired by PrimeFlight with approximately 189 hired from Air Serv. 78 more employees were hired just a few weeks later as part of the phase 2 hiring.

27. In a matter of weeks following PrimeFlight's initiation of operations at JFK, the size of the employee complement increased substantially from 362 to 440. The number of predecessor employees increased by only 8 to 197 and the percentage of predecessor employees from Air Serv was not a majority of the workforce (44%) as of June 16, 2016. Attached as Exhibit 3 is a list of the 197 predecessor employees hired by PrimeFlight as of June 16, 2016.

28. As originally planned, PrimeFlight immediately began phase 3 hiring and the size of the employee complement was increased by another 60 employees in just over two weeks. The large majority of jobs filled during phase 3 were in the wheelchair classification and few Air Serv employees were hired to fill those jobs. Upon the hire of the phase 3 employees, the percentage of predecessor employees from Air Serv dropped to 39.4% of the total complement.

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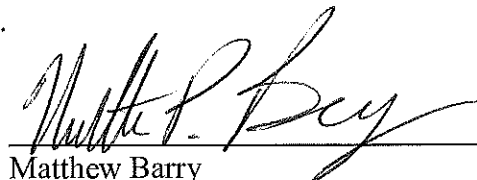
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29. I have personal knowledge of the facts in this affidavit. I am competent to testify to the matters set forth in this affidavit and make this affidavit based on my personal knowledge.

FURTHER AFFIANT SAYETH NAUGHT.


Matthew Barry

Subscribed and sworn to before me this 6 day of Oct, 2016, by Matthew Barry.

Witness my hand and official seal.

My Commission Expires: Aug 31, 2016.


Notary Public

STATE OF New York
COUNTY OF Queens
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 6 DAY OF October, 2016.
BY Matthew Barry
NOTARY PUBLIC



26427868.2

EXHIBIT 1

Dept ID	Employee Name	Home Phone #	Description - Job Code Info	Eff Date
DJFK	Abdullah, Karlam R	516/754-5116	Skycap Services Staff	04/26/2016
DJFK	Abelard, Joscarne	321/895-0013	Wheelchair Services Staff	04/28/2016
DJFK	Abreu, Caroline	347/785-8605	Line Queue Staff	04/20/2016
DJFK	Adames, Danny D	646/264-3739	Skycap Services Staff	04/26/2016
DJFK	Admette, Richardson	929/234-9212	Baggage Handling Staff	04/19/2016
DJFK	Afla, Fabilha	646/525-7477	Wheelchair Services Staff	06/13/2016
DJFK	Ahmed, Hussain	631/230-0374	Wheelchair Services Staff	08/14/2016
DJFK	Ahmed, Jafriha I	917/717-8702	Wheelchair Services Staff	06/14/2016
DJFK	Ahmed, Jatal U	917/717-6074	Wheelchair Services Staff	04/26/2016
DJFK	Ahmed, Joyee	646/891-0261	Wheelchair Services Staff	04/26/2016
DJFK	Ahmed, Mosaddik	929/365-2512	Wheelchair Services Staff	04/20/2016
DJFK	Ahmed, Seernab	929/372-2924	Wheelchair Services Staff	04/26/2016
DJFK	Ahmed, Shamim	646/683-9854	Wheelchair Services Staff	06/13/2016
DJFK	Ahmed, Shuhel	718/674-6825	Wheelchair Services Staff	04/22/2016
DJFK	Ahmed, Waqas	718/312-2311	Wheelchair Services Staff	04/20/2016
DJFK	Ajodha, Ghanwattle	347/548-1514	Line Queue Staff	04/19/2016
DJFK	Akhter, Farhana	646/384-5121	Wheelchair Services Staff	06/21/2016
DJFK	Ajam, Bodiul	631/612-1875	Wheelchair Services Staff	04/21/2016
DJFK	Alexander Francis, Patsy C	203/818-2776	Wheelchair Services Staff	04/19/2016
DJFK	Alexander, Ian	347/369-9132	Baggage Handling Staff	06/20/2016
DJFK	Alexandre, Alexandra	718/506-2861	Wheelchair Services Staff	06/14/2016
DJFK	Alexis-Whittington, Tristan G	646/542-4419	Wheelchair Services Staff	06/21/2016
DJFK	Ali, Fataho	646/842-8547	Wheelchair Services Staff	08/14/2016
DJFK	Allen, Stacey A	347/813-3290	Wheelchair Services Staff	08/14/2016
DJFK	Alleyne, Desmond A	917/294-1883	Skycap Services Staff	04/26/2016
DJFK	Ally, Sherreza N	347/251-1994	Line Queue Staff	04/19/2016
DJFK	Anika, Tasnuba	917/455-6958	Wheelchair Services Staff	06/20/2016
DJFK	Antoine, Joseph Gustave	347/302-8689	Wheelchair Services Staff	06/23/2016
DJFK	Arice, Sherwin	347/479-2634	Wheelchair Services Supervisor	04/26/2016
DJFK	Aspa Martin, David	347/287-5499	Wheelchair Services Staff	06/20/2016
DJFK	Atkinson, Kedesha A	347/264-8848	Wheelchair Services Staff	06/23/2016
DJFK	Augustin, Enorce	616/643-0376	Skycap Services Staff	04/26/2016
DJFK	Bacchus, Kemal	646/417-1124	Duty Manager	04/22/2016
DJFK	Bacchus, Kemal	646/417-1124	Manager Duty	04/22/2016
DJFK	Bacchus, Pauline M	347/605-5363	Wheelchair Services Staff	04/19/2016
DJFK	Bagot, Acklima	718/441-6064	Wheelchair Services Staff	04/20/2016
DJFK	Bailey, Stanford F	846/200-0989	Wheelchair Services Staff	04/27/2016
DJFK	Balrd, Phillip L	646/830-9535	Wheelchair Services Staff	04/20/2016
DJFK	Bajrang, Diwanti	347/847-2776	Wheelchair Services Staff	04/26/2016
DJFK	Baksh, Natasha	347/418-1984	Wheelchair Services Staff	04/19/2016
DJFK	Ballah, Rodney	347/420-4727	Wheelchair Services Staff	06/20/2016
DJFK	Bantoto, Ron Tubli	929/366-8648	Baggage Handling Staff	04/20/2016
DJFK	Baptiste, Gerard D	347/528-8017	Baggage Handling Staff	04/18/2016
DJFK	Barnes, Annakaye Louise	347/871-4545	Office Support Hourly	04/11/2016
DJFK	Barua, Sarun K	347/656-4681	Wheelchair Services Staff	04/28/2016
DJFK	Bascom, Michael	347/458-8455	Wheelchair Services Staff	04/20/2016
DJFK	Basdeo, Mohini	347/720-4611	Line Queue Staff	04/20/2016
DJFK	Basdeo, Nazima	347/531-5040	Line Queue Staff	04/21/2016
DJFK	Baskerville, Donna P	347/671-9534	Line Queue Staff	04/19/2016
DJFK	Batson, Jeanine M	646/353-9954	Wheelchair Services Staff	06/22/2016
DJFK	Begum, Moshammat R	646/728-8467	Line Queue Staff	04/19/2016
DJFK	Begum, Shahnaz	347/238-8820	Wheelchair Services Staff	06/14/2016
DJFK	Begum, Zahera	347/965-5000	Wheelchair Services Staff	04/26/2016
DJFK	Belcher, Jeremiah T	718/810-3748	Line Queue Staff	04/22/2016
DJFK	Belfond, Castro	917/251-6166	Wheelchair Services Staff	04/19/2016
DJFK	Belle, Royden Anthony	347/479-0815	Skycap Services Staff	04/26/2016
DJFK	Bennett, Grace M	929/322-5472	Line Queue Staff	04/19/2016
DJFK	Bernard, Glenlee Victoria	646/509-0347	Line Queue Staff	04/18/2016
DJFK	Bernard, Sasecie S	347/934-1395	Wheelchair Services Staff	08/13/2016
DJFK	Bharat, Amit K	718/526-7859	Wheelchair Services Staff	06/15/2016
DJFK	Bishop Lewis, Tyree K	347/897-0486	Baggage Handling Staff	04/20/2016
DJFK	Bisnauth, Kamlawattie D	718/415-5269	Line Queue Staff	04/19/2016
DJFK	Biswas, Shukla	929/920-6287	Line Queue Staff	04/29/2016
DJFK	Black, Jessica O	929/423-4112	Wheelchair Services Staff	04/22/2016
DJFK	Blades, Ashley	347/850-8650	Wheelchair Services Staff	05/01/2016
DJFK	Blair, Teresa M	347/567-2884	Line Queue Staff	04/19/2016
DJFK	Bobb, Merwin T	347/742-8141	Baggage Handling Staff	04/21/2016
DJFK	Bolanos Rios, Juan P	718/502-4166	Baggage Handling Staff	04/21/2016
DJFK	Boodie, Alexis O	347/885-8404	Wheelchair Services Staff	06/21/2016
DJFK	Bookal, Carlton D	347/553-8121	Wheelchair Services Staff	06/14/2016
DJFK	Bowry, Troy A	347/906-1779	Duty Manager	04/28/2016
DJFK	Bowry, Troy A	347/906-1779	Manager Duty	04/28/2016
DJFK	Boyd, Shamire D	718/928-4497	Baggage Handling Staff	04/20/2016

DJFK	Brathwalte, Racquel Sandy	347/320-7309	Line Queue Staff	06/23/2016
DJFK	Brazao-Martinez, Erick R	347/938-1458	Wheelchair Services Supervisor	04/27/2016
DJFK	Bromfield, Junior T	917/873-7020	Baggage Handling Staff	08/21/2016
DJFK	Brown Jr, Anthony	718/723-9155	Baggage Handling Staff	04/21/2016
DJFK	Brown, Levonda Michelle	614/354-8434	Wheelchair Services Staff	06/27/2016
DJFK	Brown, Rysaan M	347/335-7274	Wheelchair Services Staff	04/20/2016
DJFK	Brown, Sheenah R	757/292-0290	Baggage Handling Staff	04/20/2016
DJFK	Browne, Jason I	518/672-7493	Wheelchair Services Staff	06/14/2016
DJFK	Bryan, Afrida Lyhase	347/355-8309	Wheelchair Services Staff	06/30/2016
DJFK	Bryan, Mavel L	347/486-2085	Wheelchair Services Staff	04/19/2016
DJFK	Bunbury, Devon A	347/784-1682	Baggage Handling Staff	04/28/2016
DJFK	Cabrera, Flordeliz	516/765-3034	Office Support Hourly	04/05/2016
DJFK	Caldeira, Sacha M	516/972-8850	Wheelchair Services Staff	06/09/2016
DJFK	Calderia, Steffaney A	347/320-7309	Wheelchair Services Staff	04/20/2016
DJFK	Campbell, Sueann Jenell Senatra	347/553-2193	Wheelchair Services Staff	07/08/2016
DJFK	Cannon, Sherwin A	347/868-8383	Baggage Handling Staff	04/20/2016
DJFK	Carler, Domonique Juitara Pinkle	631/507-1972	Wheelchair Services Staff	06/22/2016
DJFK	Cesar, Rose K	347/348-6576	Line Queue Staff	04/20/2016
DJFK	Cesar, Woollo	347/217-5844	Baggage Handling Staff	04/20/2016
DJFK	Chambers, Shaula M	929/293-2091	Wheelchair Services Staff	06/20/2016
DJFK	Champagne, Taylor	347/662-8333	Manager Wheelchair Services	04/19/2016
DJFK	Champagne, Taylor	347/662-8333	Wheelchair Services Manager	04/19/2016
DJFK	Charles Clesidor, Guerda	646/730-1340	Baggage Handling Staff	04/26/2016
DJFK	Chery, Richard D	917/800-8386	Wheelchair Services Staff	06/14/2016
DJFK	Chowdhury, Aymul Haider	347/435-5112	Wheelchair Services Staff	04/21/2016
DJFK	Chowdhury, Shahir A	929/231-6622	Wheelchair Services Staff	04/20/2016
DJFK	Clark, Sean P	917/688-7147	Wheelchair Services Staff	04/19/2016
DJFK	Clark, Timothy	917/292-7781	Wheelchair Services Staff	06/14/2016
DJFK	Clarke, Antionet R	929/434-1152	Wheelchair Services Staff	06/14/2016
DJFK	Clarke, Shanae Athiena	347/832-7030	Wheelchair Services Staff	07/06/2016
DJFK	Clement, David	914/434-3234	Skycap Services Staff	04/26/2016
DJFK	Coaxum, Saderia L	347/385-7021	Line Queue Staff	04/21/2016
DJFK	Collins, Wendy R	347/841-1726	Line Queue Staff	04/19/2016
DJFK	Compere, Herold	347/881-1577	Baggage Handling Staff	04/26/2016
DJFK	Cook, Crystal Victoria	646/664-6312	Wheelchair Services Staff	07/08/2016
DJFK	Cornette, Whitney A	929/253-1272	Wheelchair Services Staff	04/20/2016
DJFK	Creese, Jason A	718/578-1090	Baggage Handling Staff	04/21/2016
DJFK	Cumberbatch, Audeen M	347/338-7754	Line Queue Staff	04/21/2016
DJFK	Cunningham, Dumonye D	718/689-2921	Skycap Services Staff	04/27/2016
DJFK	Curotto, Gloria Beatriz	516/205-9521	Office Support Hourly	04/08/2016
DJFK	Dabydeen, Ajai L	917/702-5745	Wheelchair Services Staff	04/21/2016
DJFK	Dadlie, Joel	347/255-4939	Baggage Handling Staff	04/18/2016
DJFK	Dattus, Wildlene	347/965-7942	Wheelchair Services Staff	04/27/2016
DJFK	Davis, Gleniece S	347/869-5610	Baggage Handling Staff	04/28/2016
DJFK	Davis, Jehud M	347/572-3786	Baggage Handling Staff	04/20/2016
DJFK	Davis, Mario Giovanni	347/303-3647	Baggage Handling Staff	04/20/2016
DJFK	Davis, Whitney A	347/209-9650	Wheelchair Services Staff	06/20/2016
DJFK	De Silva, Karen M	347/884-4488	Wheelchair Services Staff	04/26/2016
DJFK	Debnath, Kalyan K	347/755-1864	Wheelchair Services Staff	04/26/2016
DJFK	Delvoix, Myrlne	631/552-3446	Wheelchair Services Staff	07/01/2016
DJFK	Dennis, Mark M	347/425-4091	Wheelchair Services Staff	06/14/2016
DJFK	Deownarain, Bhowanmatty	347/809-7215	Line Queue Staff	04/28/2016
DJFK	Destine, Jean Claude	718/502-7052	Wheelchair Services Staff	04/20/2016
DJFK	Dhaness, Victor S	718/717-9496	Wheelchair Services Staff	06/13/2016
DJFK	Diaz, Maximo Jose	917/558-4542	Wheelchair Services Staff	04/20/2016
DJFK	Dickey, Shiquita M	917/724-7742	Baggage Handling Staff	04/20/2016
DJFK	Dillon, Keon D	347/788-7835	Wheelchair Services Staff	06/07/2016
DJFK	Dixon, Donald R	917/651-9656	Wheelchair Services Staff	06/20/2016
DJFK	Dixon, Louri Ann U	347/485-5527	Line Queue Staff	04/20/2016
DJFK	Downes, Elvonda	718/598-3101	Line Queue Staff	04/19/2016
DJFK	Dudley, Richard A	347/954-1254	Skycap Services Staff	04/28/2016
DJFK	Duggins, Leroy C	646/769-8808	Baggage Handling Staff	04/20/2016
DJFK	Duhaney, Omar A	347/746-3695	Wheelchair Services Staff	04/20/2016
DJFK	Duncan Jr, Richard	917/285-3295	Wheelchair Services Staff	06/21/2016
DJFK	Dunkley, Lamoya A	347/207-5098	Line Queue Staff	04/28/2016
DJFK	Eastman, Romaine A	347/741-4221	Wheelchair Services Staff	06/13/2016
DJFK	Ebanks, Eric	929/241-7235	Wheelchair Services Staff	04/26/2016
DJFK	Edmond, Jean F	646/549-3412	Wheelchair Services Staff	04/26/2016
DJFK	Edmond, Shanice D	347/985-4660	Wheelchair Services Staff	07/08/2016
DJFK	Edwards, Kirkland C	718/744-8027	Wheelchair Services Staff	04/26/2016
DJFK	Edwards, Ricardo M	347/892-7665	Wheelchair Services Staff	06/16/2016
DJFK	Elmlne, Ronald	347/524-3440	Skycap Services Staff	04/20/2016
DJFK	Espinal Cuello, Mayloris M	646/961-2159	Wheelchair Services Staff	04/27/2016
DJFK	Exantus Benjamin, Monique	646/377-0534	Wheelchair Services Staff	04/21/2016

DJFK	Fargas, Richard	347/984-0367	Wheelchair Services Staff	04/28/2016
DJFK	Faulk, Annette L	347/777-7084	Wheelchair Services Staff	08/07/2016
DJFK	Fayette, Wolfert	516/499-2084	Wheelchair Services Staff	08/13/2016
DJFK	Fayzullaev, Sherzod	347/251-1920	Baggage Handling Staff	04/22/2016
DJFK	Felix, Mark A	347/948-1922	Wheelchair Services Supervisor	04/26/2016
DJFK	Feng, Wei C	646/881-0076	Baggage Handling Staff	04/20/2016
DJFK	Fernandez, Lita J	347/506-0404	Line Queue Staff	04/22/2016
DJFK	Fernando, Kumari P	646/217-2926	Line Queue Staff	04/19/2016
DJFK	Foster Barnaby, Denise A	917/446-1380	Wheelchair Services Staff	06/23/2016
DJFK	Fowler, Tamar K	646/730-3758	Wheelchair Services Staff	08/14/2016
DJFK	Frege, Emmanuela	347/790-8348	Wheelchair Services Staff	04/29/2016
DJFK	Francis, Lloydeth T	347/469-7191	Wheelchair Services Staff	06/14/2016
DJFK	Francois, Franciska	347/707-8410	Wheelchair Services Staff	08/29/2016
DJFK	Francois, Kayla M	347/323-8279	Maintenance Staff	04/20/2016
DJFK	Frank, Faith R	718/880-0824	Wheelchair Services Staff	04/20/2016
DJFK	Frazier, Shamira T	347/791-1194	Line Queue Staff	04/16/2016
DJFK	Freycinet, Michel	347/822-8396	Wheelchair Services Staff	04/20/2016
DJFK	Frias, Sandy	929/345-0235	Wheelchair Services Staff	08/13/2016
DJFK	Fuller-Prawl, Cheyenne A	516/303-8283	Wheelchair Services Staff	04/28/2016
DJFK	Fulton, Talaya	347/217-2583	Wheelchair Services Staff	06/20/2016
DJFK	Gaelon, Krystelle	917/688-8282	Wheelchair Services Supervisor	04/29/2016
DJFK	Galarza, Carlos A	917/837-2399	Wheelchair Services Supervisor	04/28/2016
DJFK	Gantt, Crystal A	347/650-8048	Wheelchair Services Staff	08/21/2016
DJFK	Garrett, Lonnie A	516/306-8925	Wheelchair Services Staff	06/13/2016
DJFK	Garrett, Pompay D	718/413-8521	Baggage Handling Staff	04/28/2016
DJFK	Gibbs, Kadeem A	347/636-0097	Baggage Handling Staff	04/20/2016
DJFK	Gillenwater, Hilda C	347/232-7326	Wheelchair Services Staff	06/14/2016
DJFK	Gnana Prakasam, Yesudevakumar	718/784-7888	Wheelchair Services Staff	04/28/2016
DJFK	Gomes, Jacinta C	929/278-2654	Wheelchair Services Staff	04/27/2016
DJFK	Goodluck, Mekia L	929/331-8248	Line Queue Staff	04/21/2016
DJFK	Grady, Ashley M	347/883-8254	Line Queue Staff	04/22/2016
DJFK	Grant, Allando J	347/338-7502	Skycap Services Staff	04/28/2016
DJFK	Grant, Davante G	631/284-5559	Wheelchair Dispatcher	06/14/2016
DJFK	Grant, Devon A	718/791-8709	Skycap Services Staff	04/28/2016
DJFK	Grant, Jerome E	347/856-8376	Skycap Services Staff	04/28/2016
DJFK	Grant, Qwen G	347/786-0326	Wheelchair Services Staff	04/19/2016
DJFK	Gray, Charlando S	347/842-9086	Wheelchair Services Staff	08/21/2016
DJFK	Gray, Debra	480/544-2655	General Manager	04/18/2016
DJFK	Gray, Debra	480/544-2655	Manager General	04/18/2016
DJFK	Greaves, Delon K	646/226-1925	Skycap Services Staff	04/26/2016
DJFK	Green, Alfonso J	646/427-0484	Baggage Handling Staff	04/21/2016
DJFK	Green, Petronella N	347/513-7780	Line Queue Staff	04/20/2016
DJFK	Guevli, Max C	305/244-8271	Wheelchair Services Staff	04/28/2016
DJFK	Gunnis, Sasika A	347/241-6430	Wheelchair Services Staff	06/14/2016
DJFK	Gustavus, Lloyd D	718/640-7598	Skycap Services Staff	04/28/2016
DJFK	Guy, Winston Norbert	917/664-6967	Baggage Handling Staff	04/18/2016
DJFK	Halrston, Anthony T	646/875-7464	Baggage Handling Staff	04/19/2016
DJFK	Hakim, Mohamed A	929/385-2781	Wheelchair Services Staff	04/20/2016
DJFK	Halder, Rabi	831/565-3007	Wheelchair Services Staff	04/22/2016
DJFK	Hall, David L	347/803-2307	Baggage Handling Staff	04/20/2016
DJFK	Halley, Allison B	646/660-0782	Line Queue Staff	04/20/2016
DJFK	Halley, Rolyston A	646/664-5214	Wheelchair Services Staff	08/07/2016
DJFK	Hamilton, Christopher T	347/665-7541	Wheelchair Services Staff	08/28/2016
DJFK	Hamilton-Harris, Denise M	516/507-4347	Line Queue Staff	04/20/2016
DJFK	Harley, Dave A	718/501-5713	Line Queue Staff	04/22/2016
DJFK	Harnarine, Hemchand	917/615-3219	Wheelchair Services Staff	04/22/2016
DJFK	Harrison, Howard W	347/495-5341	Baggage Handling Staff	04/22/2016
DJFK	Harry, Latchmi	410/805-1594	Line Queue Staff	04/20/2016
DJFK	Hassan, Zia Ul	347/366-9892	Wheelchair Services Staff	04/21/2016
DJFK	Headley, Ashamally L	929/698-5223	Wheelchair Services Staff	04/20/2016
DJFK	Hector, Nigel G	917/858-4596	Wheelchair Services Staff	04/22/2016
DJFK	Henry, Raven Abigail Tresanne	929/255-7866	Line Queue Staff	06/22/2016
DJFK	Hepburn, Linda E	347/598-2337	Wheelchair Services Staff	04/27/2016
DJFK	Hernandez, Marta E	347/717-7326	Skycap Services Staff	04/26/2016
DJFK	Himmel, Christopher F	347/343-0515	Baggage Handling Staff	04/19/2016
DJFK	Himmel, Denise	347/385-6950	Line Queue Staff	04/19/2016
DJFK	Hope, Filana V	347/524-0032	Wheelchair Services Staff	04/20/2016
DJFK	Hoque, Mohammad S	347/536-8828	Baggage Handling Staff	04/27/2016
DJFK	Hossain, MD A	646/399-5044	Wheelchair Services Staff	04/21/2016
DJFK	Hossain, MD Jahangir	347/854-8878	Wheelchair Services Staff	04/18/2016
DJFK	Hoyt, Brian C	347/369-9778	Wheelchair Services Staff	06/09/2016
DJFK	Huang, Caroline	917/868-4355	Wheelchair Services Staff	04/20/2016
DJFK	Hussain, Imtiaz	646/363-9827	Wheelchair Services Staff	04/28/2016
DJFK	Hussain, Munawar	347/658-9904	Baggage Handling Staff	04/20/2016

DJFK	Hutchinson, Prince Orlando	347/881-2870	Wheelchair Services Staff	06/23/2016
DJFK	Hutchinson, Theresa N	646/420-0653	Wheelchair Services Staff	06/14/2016
DJFK	Islam, MD R	616/558-5249	Wheelchair Services Staff	06/23/2016
DJFK	Islam, Mohammed S	347/659-5498	Wheelchair Services Staff	04/26/2016
DJFK	Islam, Parvez S	609/742-8057	Wheelchair Services Staff	04/26/2016
DJFK	Islam, Rashidul	347/493-2007	Wheelchair Services Staff	04/21/2016
DJFK	Islam, Shafiqul	347/779-4364	Wheelchair Services Staff	07/06/2016
DJFK	Ismail, Mohammed	347/495-5857	Wheelchair Services Staff	04/26/2016
DJFK	Jackson, Edward A	646/250-7786	Wheelchair Services Staff	04/26/2016
DJFK	Janjua, Muhammad Akram	631/552-6342	Wheelchair Services Staff	06/04/2016
DJFK	Janyler, Jean D	347/884-6559	Wheelchair Services Staff	04/26/2016
DJFK	Javed, Muhammad	347/236-1175	Wheelchair Services Staff	04/26/2016
DJFK	Jean Baptiste, James	646/508-4556	Wheelchair Services Staff	04/20/2016
DJFK	Jean Benoit, Yoile	347/816-9498	Wheelchair Services Staff	06/14/2016
DJFK	Jean Julien, Jemima	347/530-3842	Wheelchair Services Staff	06/21/2016
DJFK	Jean Philippe Exll, Gernick	347/241-0465	Wheelchair Services Staff	06/14/2016
DJFK	Jean Pierre, Terry	347/736-2868	Wheelchair Services Staff	06/14/2016
DJFK	Jean, Cedrick I	347/339-9912	Wheelchair Services Staff	06/20/2016
DJFK	Jefferson, Craig S	718/610-4446	Wheelchair Services Staff	04/20/2016
DJFK	Joachim, Josue E	347/909-8460	Wheelchair Services Supervisor	04/28/2016
DJFK	Johnson, Israel James	347/545-1450	Wheelchair Services Staff	07/06/2016
DJFK	Johnson, Michael R	347/561-4494	Wheelchair Services Staff	05/01/2016
DJFK	Johnson, Naquan J	718/964-7131	Wheelchair Services Staff	06/22/2016
DJFK	Joint, Delince	347/546-9449	Wheelchair Services Staff	04/21/2016
DJFK	Jones, Bobby	718/634-0405	Baggage Handling Staff	04/22/2016
DJFK	Joseph, Isalah N	646/532-7448	Wheelchair Services Staff	06/20/2016
DJFK	Joseph, Ricky	347/586-3629	Wheelchair Services Staff	06/13/2016
DJFK	Joseph, Samuel O	347/358-4154	Wheelchair Services Staff	06/20/2016
DJFK	Joshua, Nancy L	917/684-6876	Wheelchair Services Supervisor	04/27/2016
DJFK	Joshua, Nathalia M	347/666-7911	Wheelchair Services Staff	06/09/2016
DJFK	Julius, Keyana U	347/659-2026	Wheelchair Services Staff	04/22/2016
DJFK	Juman, Alimoon	347/701-4497	Wheelchair Services Staff	04/21/2016
DJFK	Kahadugoda, Kapila N	917/228-9237	Skycap Services Staff	04/26/2016
DJFK	Kaur, Dalvinder	929/364-4073	Wheelchair Services Staff	04/22/2016
DJFK	Kaur, Harmanpreet	929/365-8191	Line Queue Staff	04/27/2016
DJFK	Kaur, Jagdeep	917/742-8817	Wheelchair Services Staff	06/09/2016
DJFK	Kaur, Maninder	347/445-7686	Duty Manager	06/08/2016
DJFK	Kaur, Maninder	347/445-7686	Manager Duty	06/06/2016
DJFK	Kaur, Paramjit	347/887-2053	Wheelchair Services Staff	04/22/2016
DJFK	Kaur, Paramjit	347/495-8906	Wheelchair Services Staff	04/26/2016
DJFK	Kaur, Rajwinder	929/498-4356	Wheelchair Services Staff	04/19/2016
DJFK	Kaur, Satvir	718/864-7242	Wheelchair Services Staff	06/20/2016
DJFK	Kaur, Surinder	347/879-9382	Wheelchair Services Staff	04/26/2016
DJFK	Khair, Mohammed A	718/755-0153	Wheelchair Services Staff	04/26/2016
DJFK	Khan, Fareeza	646/339-1330	Line Queue Staff	04/18/2016
DJFK	Khan, MD Mzanur	917/584-3192	Wheelchair Services Staff	04/21/2016
DJFK	Khan, MD S	347/653-8828	Baggage Handling Staff	04/18/2016
DJFK	Khan, Mahamudun N	917/924-5838	Wheelchair Services Staff	04/22/2016
DJFK	Khan, Nazrul I	267/679-6876	Wheelchair Services Staff	04/26/2016
DJFK	Khan, Waqqar	646/266-3180	Wheelchair Services Staff	06/09/2016
DJFK	Khirtatie, Eran P	347/922-0589	Wheelchair Services Staff	04/19/2016
DJFK	Komatsu, Yuki Franklin	347/542-6716	Wheelchair Services Staff	04/27/2016
DJFK	Lachminarain, Genesh N	347/400-5345	Baggage Handling Staff	04/27/2016
DJFK	Lalbehari, Ghansham	718/820-2710	Wheelchair Services Staff	06/07/2016
DJFK	Lali, Shireen	347/605-3424	Wheelchair Services Staff	04/18/2016
DJFK	Lachminarain, Dyal P	347/353-2037	Baggage Handling Staff	04/20/2016
DJFK	Lattimore, Rickia S	631/605-9587	Wheelchair Services Staff	06/13/2016
DJFK	Lawrence, Ann M	347/584-7466	Wheelchair Services Staff	06/13/2016
DJFK	Lawrence, Shannaz C	347/650-1850	Wheelchair Dispatcher	06/14/2016
DJFK	Leo, Sherlander S	917/254-9345	Baggage Handling Staff	04/26/2016
DJFK	Leopard, Jean R	347/233-7969	Baggage Handling Staff	04/19/2016
DJFK	Leriche, Emmanuel J	347/628-0980	Wheelchair Services Staff	06/20/2016
DJFK	Lihoussoun, Comlan A	917/283-0471	Baggage Handling Staff	04/26/2016
DJFK	Lindo, Camilla Anmorice	718/576-4067	Baggage Handling Staff	04/18/2016
DJFK	Lipford, Valerie E	618/769-8884	Line Queue Staff	04/20/2016
DJFK	Lodhi, Farooq N	347/744-5067	Wheelchair Services Staff	04/22/2016
DJFK	Loncke, Dora K	917/371-4217	Wheelchair Services Staff	06/13/2016
DJFK	Lopez, Christopher F	929/202-6294	Wheelchair Services Staff	06/13/2016
DJFK	Louis, Widlyne	347/792-8986	Baggage Handling Staff	04/18/2016
DJFK	Louis, Yanick Jean	347/569-1111	Wheelchair Services Staff	04/18/2016
DJFK	Lucas Thomas, Themesa	347/388-6353	Wheelchair Services Staff	06/27/2016
DJFK	Maharaj, Rajkumar	718/848-0045	Wheelchair Services Staff	04/20/2016
DJFK	Major, Jada D	917/536-6638	Wheelchair Services Staff	06/14/2016
DJFK	Mallari Jr, Casimiro A	646/871-3943	Wheelchair Services Staff	06/13/2016

DJFK	Manger, Kumarchand	347/838-7462	Wheelchair Services Staff	06/14/2016
DJFK	Marajh, Amos Garry	347/659-7813	Wheelchair Services Staff	04/27/2016
DJFK	Marette, John Gardy	347/466-8732	Wheelchair Services Staff	04/18/2016
DJFK	Marigny-Leroy, Marquerite M	718/657-0572	Line Queue Staff	04/26/2016
DJFK	Marrett, Hakeem O	718/576-8841	Wheelchair Services Staff	04/21/2016
DJFK	Martinez, Johanna E	917/884-8505	Wheelchair Dispatcher	04/26/2016
DJFK	Martinez, Leonardo A	347-885-7454	Wheelchair Services Staff	04/20/2016
DJFK	Mascoli, Mylon C	347/689-6196	Wheelchair Services Staff	08/27/2016
DJFK	Mason, Aliceson	718/807-7586	Wheelchair Services Staff	07/06/2016
DJFK	Massenat, Marie D	347/357-5874	Wheelchair Dispatcher	04/26/2016
DJFK	Mathurin, Immacula	347/942-2636	Wheelchair Services Staff	06/23/2016
DJFK	Matthews, Shaniqua Shanae	718/902-2089	Wheelchair Services Staff	06/27/2016
DJFK	Matthews, Sharon J	347/805-3333	Wheelchair Services Staff	06/13/2016
DJFK	Mayolino Estrella, Rait J	516/861-5015	Skycap Services Staff	04/29/2016
DJFK	McKenzie, Bianca Tameka	718/863-0682	Wheelchair Services Staff	04/20/2016
DJFK	McLaurin Jr, Michael A	347/971-8728	Line Queue Staff	04/26/2016
DJFK	Meley, Danley G	267/276-5719	Wheelchair Services Staff	06/13/2016
DJFK	Meley, Deika H	646/730-5681	Wheelchair Services Staff	06/13/2016
DJFK	Mervit, Marc Donald	516/808-8807	Wheelchair Services Staff	07/08/2016
DJFK	Michael, Rod	917/349-7204	Skycap Services Staff	04/22/2016
DJFK	Milmy, Menger	347/792-9392	Wheelchair Services Staff	06/09/2016
DJFK	Mingot Pierre Louis, Sandra	347/451-3717	Wheelchair Services Staff	06/13/2016
DJFK	Miraflores, Jesus D	646/515-5053	Skycap Services Staff	04/26/2016
DJFK	Mitchell, Kenya	347/619-8810	Wheelchair Services Staff	04/22/2016
DJFK	Mohamed, Zaman	347/284-6823	Baggage Handling Staff	04/18/2016
DJFK	Morin, Mohammed	917/208-1795	Wheelchair Services Staff	04/22/2016
DJFK	Mondser, Marie J	516/424-3165	Wheelchair Services Staff	06/09/2016
DJFK	Monero, Ryan	516/727-5585	Wheelchair Services Staff	06/07/2016
DJFK	Monsi, Anisor R	347/968-2779	Wheelchair Services Staff	06/13/2016
DJFK	Moonsammy, Maharanil	908/294-0944	Line Queue Staff	04/26/2016
DJFK	Moore, Cindy M	917/843-0108	Wheelchair Services Staff	06/20/2016
DJFK	Moreau, Daphnee	929/289-8442	Wheelchair Services Staff	06/13/2016
DJFK	Morgan, Melissa T	347/889-2890	Wheelchair Services Staff	06/21/2016
DJFK	Morris, Shanique R	646/522-3760	Wheelchair Services Staff	04/26/2016
DJFK	Moyez, Dewan A	929/312-1418	Wheelchair Services Staff	04/19/2016
DJFK	Mullahoo, Pratima D	347/307-3904	Wheelchair Services Staff	04/20/2016
DJFK	Mullings II, Michael A	347/228-1720	Baggage Handling Staff	04/21/2016
DJFK	Mullins, Teresa	347/813-4812	Wheelchair Services Staff	04/20/2016
DJFK	Munilall, Kisson D	347/251-5962	Wheelchair Services Staff	04/22/2016
DJFK	Murray, Charlene	718/344-4753	Line Queue Staff	04/19/2016
DJFK	Murray, Nicole W	718/928-8851	Line Queue Staff	04/19/2016
DJFK	Murrell, Ty'Shaen S	347/869-2912	Baggage Handling Staff	04/20/2016
DJFK	Nagra, Harjit	718/850-3286	Wheelchair Services Staff	04/19/2016
DJFK	Nahar, Sanzida	347/685-2469	Wheelchair Services Staff	06/07/2016
DJFK	Nanan, Dhanraj	929/389-8997	Wheelchair Services Staff	04/27/2016
DJFK	Narain, Ghanshyam	347/891-8593	Baggage Handling Staff	06/07/2016
DJFK	Naraine, Lilowtie	347/692-6881	Line Queue Staff	04/20/2016
DJFK	Narine, Seeta	347/894-6023	Wheelchair Services Staff	04/20/2016
DJFK	Nedd, Jomell Y	347/737-2497	Baggage Handling Staff	04/26/2016
DJFK	Nellson, Ian C	347/785-4013	Baggage Handling Staff	04/21/2016
DJFK	Nelson, Elroy Wayne	347/737-1359	Baggage Handling Staff	04/18/2016
DJFK	Nelson, Lyndon E	347/451-0640	Baggage Handling Staff	04/26/2016
DJFK	Nelson, Michel	347/684-8446	Skycap Services Staff	04/26/2016
DJFK	Nelson, Nicholas R	347/369-3439	Wheelchair Services Staff	06/30/2016
DJFK	Newsome, Kelsha P	347/512-7669	Wheelchair Services Supervisor	04/27/2016
DJFK	Nicholas, Alexa S	347/254-0941	Wheelchair Services Staff	04/21/2016
DJFK	Nixon, Duwayne D	347/571-4440	Baggage Handling Staff	04/29/2016
DJFK	Norlean, Chldine	347/382-4123	Wheelchair Services Staff	04/21/2016
DJFK	Nundalal, Indarjit	347/569-7372	Wheelchair Services Staff	04/22/2016
DJFK	Nunez, Joe C	347/320-4065	Skycap Services Staff	04/28/2016
DJFK	Nzoukeu Yankep, Frank F	929/326-4510	Wheelchair Services Staff	06/21/2016
DJFK	Ocampo, Jonathan	917/583-0991	Skycap Services Staff	04/26/2016
DJFK	Ochoa, Kirk A	347/447-4761	Wheelchair Services Staff	04/28/2016
DJFK	Ochoa, Pauline L	646/706-2625	Line Queue Staff	04/19/2016
DJFK	Odugbemi, Sulaimon	347/988-3266	Baggage Handling Staff	04/18/2016
DJFK	Okpara, Christian C	917/485-4859	Baggage Handling Staff	04/21/2016
DJFK	Ortiz, Latchanday D	347/651-4132	Wheelchair Services Staff	04/26/2016
DJFK	Outram, Kenya B	347/592-3041	Wheelchair Services Staff	08/13/2016
DJFK	Owen, Shaquille R	347/982-7692	Baggage Handling Staff	04/20/2016
DJFK	Owens, Joshua G	347/513-4786	Wheelchair Services Staff	06/14/2016
DJFK	Oxley Dell, Marcia R	646/282-6721	Wheelchair Services Staff	04/22/2016
DJFK	Panan, Vivic Loranzo	347/778-8388	Wheelchair Services Staff	04/18/2016
DJFK	Paredes, Mike S	347/556-9389	Wheelchair Services Staff	04/20/2016
DJFK	Parris, Makeba K	929/312-5844	Line Queue Staff	04/19/2016

DJFK	Partap, Mukesh	631/507-3841	Baggage Handling Staff	04/28/2016
DJFK	Parveen, Masammat Rawshan	347/591-9056	Wheelchair Services Staff	06/22/2016
DJFK	Pendle, Roland O	917/293-7784	Wheelchair Services Staff	04/20/2016
DJFK	Perez, Hilda	646/204-2948	Skycap Services Staff	04/26/2016
DJFK	Persaud, Bilal S	929/365-1377	Wheelchair Services Staff	04/19/2016
DJFK	Persaud, Radica	347/807-8629	Wheelchair Services Staff	04/22/2016
DJFK	Persaud, Rohit	347/233-6936	Wheelchair Services Staff	04/28/2016
DJFK	Peters, Sherryann N	646/659-5920	Wheelchair Services Staff	06/13/2016
DJFK	Peters, Shirlin J	917/392-5990	Line Queue Staff	04/19/2016
DJFK	Pierre Charles, Judith	646/936-8587	Wheelchair Services Staff	06/13/2016
DJFK	Pierre, Jude	347/641-8516	Baggage Handling Staff	04/22/2016
DJFK	Pierre, Kevin A	347/206-8334	Wheelchair Services Staff	04/26/2016
DJFK	Pierre, Yves	732/801-3649	Wheelchair Services Staff	04/26/2016
DJFK	Pilgrim, Joan A	917/348-2552	Wheelchair Services Staff	04/19/2016
DJFK	Pinkney Jr, Troy	347/744-6498	Baggage Handling Staff	04/22/2016
DJFK	Placide, Caroline	917/381-0965	Wheelchair Services Staff	04/26/2016
DJFK	Poe, Ialisha Domonique	347/325-3154	Wheelchair Services Staff	05/05/2016
DJFK	Polanco, Henry E	718/724-9202	Skycap Services Staff	04/21/2016
DJFK	Pranantram, Jayraam	347/238-8878	Line Queue Staff	04/19/2016
DJFK	Prasad, Adilie	973/336-6447	Line Queue Staff	04/20/2016
DJFK	Prasad, Surendra	347/233-4092	Wheelchair Services Staff	04/20/2016
DJFK	Prince, Denzil R	347/869-2623	Baggage Handling Staff	04/22/2016
DJFK	Prince, Shovon T	929/338-9220	Wheelchair Services Staff	06/13/2016
DJFK	Quidlat, Dionel B	347/398-1494	Baggage Handling Staff	04/26/2016
DJFK	Reeburn, Craig Jamal	347/638-7600	Wheelchair Services Staff	04/27/2016
DJFK	Rahali, Ahmad	347/858-9817	Wheelchair Services Staff	04/19/2016
DJFK	Rahman, Mohammad T	347/589-4215	Wheelchair Services Staff	04/22/2016
DJFK	Ramirez, Jennifer	646/982-8622	Wheelchair Services Staff	07/06/2016
DJFK	Ramkaran, Dhanovan B	347/810-6856	Wheelchair Services Staff	07/06/2016
DJFK	Rammarain, Deodat	347/488-2428	Wheelchair Services Staff	04/26/2016
DJFK	Ramos, Yesenia	848/730-9638	Wheelchair Services Staff	06/14/2016
DJFK	Ramsammy, Lloyd A	718/578-5109	Skycap Services Staff	04/26/2016
DJFK	Rasheed, Faisal	516/705-4075	Wheelchair Services Staff	04/19/2016
DJFK	Rayhan, Abu	347/658-6685	Wheelchair Services Staff	04/18/2016
DJFK	Reld, Qamar A	347/600-0249	Baggage Handling Staff	04/26/2016
DJFK	Reld, Sterling S	917/689-9479	Wheelchair Services Staff	04/26/2016
DJFK	Remy, Thailana	917/438-0949	Wheelchair Dispatcher	04/28/2016
DJFK	Richards, Jeremy S	718/355-0811	Skycap Services Staff	04/22/2016
DJFK	Robinson, Jasmine E	917/200-3798	Line Queue Staff	04/21/2016
DJFK	Robles, Frankie	718/219-1388	Skycap Services Staff	04/21/2016
DJFK	Roc, Sachel	917/348-3340	Wheelchair Services Staff	04/20/2016
DJFK	Rocher, Fatima	516/408-5106	Wheelchair Services Staff	06/22/2016
DJFK	Rodgers, Irene N	347/369-0428	Wheelchair Services Staff	06/13/2016
DJFK	Rodriguez Diaz, Juan J	347/895-6746	Wheelchair Services Staff	04/19/2016
DJFK	Rodriguez, Rosany A	917/582-8051	Skycap Services Staff	04/26/2016
DJFK	Roopnarine, Chandrawattie	347/744-0686	Wheelchair Services Staff	04/19/2016
DJFK	Roopnarine, Hemyantle	347/357-4489	Wheelchair Services Staff	04/27/2016
DJFK	Roopnarine, Prakash	347/753-0618	Wheelchair Services Staff	04/21/2016
DJFK	Rustum, Bickram	347/984-5019	Wheelchair Services Staff	04/26/2016
DJFK	Salim, Farouk M	347/520-2264	Wheelchair Services Staff	06/14/2016
DJFK	Salmon, Robert W	347/216-7965	Wheelchair Services Staff	06/22/2016
DJFK	Samuels, Vanessa A	347/792-3415	Wheelchair Services Staff	04/19/2016
DJFK	Sanchez, Joseph I	718/807-7798	Skycap Services Staff	04/26/2016
DJFK	Sanchez, Stephanie Isabel	970/208-5569	Line Queue Staff	04/18/2016
DJFK	Sang, Clanna S	710/598-2044	Line Queue Staff	04/21/2016
DJFK	Sano, Zainab	917/769-2118	Line Queue Staff	04/21/2016
DJFK	Sarabdlal, Hamewantie	618/444-8459	Wheelchair Services Staff	04/20/2016
DJFK	Saunders, Darlene	347/455-5498	Wheelchair Services Staff	04/18/2016
DJFK	Scarlett, Kamesha Jacqueline	929/398-8899	Wheelchair Services Staff	07/06/2016
DJFK	Schmidt, Subrena M	347/994-7553	Wheelchair Services Staff	04/20/2016
DJFK	Scott Greary, Nickel L	347/673-8992	Wheelchair Services Staff	04/26/2016
DJFK	Scott, Trevor A	917/627-7160	Baggage Handling Staff	04/27/2016
DJFK	Scott, Waynea J	347/654-4017	Baggage Handling Staff	06/28/2016
DJFK	Seabrook, Tiffany B	347/942-2394	Wheelchair Services Staff	06/13/2016
DJFK	Segre, Tanisha Q	917/898-8880	Baggage Handling Staff	04/21/2016
DJFK	Shah, Abdul M	880/605-9173	Wheelchair Services Staff	04/26/2016
DJFK	Shakur, Sultana A	347/445-5699	Line Queue Staff	04/20/2016
DJFK	Sharma, Apra	347/894-1673	Wheelchair Services Staff	04/20/2016
DJFK	Sharpe, Courtney Anthony	718/712-7919	Wheelchair Services Staff	04/18/2016
DJFK	Shepherd, Monica N	917/640-5762	Wheelchair Services Staff	06/13/2016
DJFK	Shuler, Corey W	646/829-1746	Wheelchair Services Staff	04/19/2016
DJFK	Siddiq, Sabirah	347/833-6355	Wheelchair Dispatcher	04/20/2016
DJFK	Simmons, Trayvone E	347/581-2803	Baggage Handling Staff	04/26/2016
DJFK	Simon Pierre-Louis, Rose A	954/397-4828	Wheelchair Services Staff	04/18/2016

DJFK	Simpson, Kerry A	347/300-5184	Line Queue Staff	04/26/2016
DJFK	Singh, Anil R	347/371-3390	Wheelchair Services Staff	06/13/2018
DJFK	Singh, Dhankumarie	347/471-6880	Line Queue Staff	04/22/2016
DJFK	Singh, Geeta	917/373-8323	Line Queue Staff	04/19/2016
DJFK	Singh, Gurmanpreet	347/691-9114	Wheelchair Services Staff	06/13/2018
DJFK	Singh, Mona L	347/901-2814	Line Queue Staff	04/22/2016
DJFK	Singh, Sham Sundar	516/512-3212	Wheelchair Services Staff	06/23/2016
DJFK	Singh, Sukhvinder	347/985-3318	Wheelchair Services Staff	04/18/2016
DJFK	Singh, Yogeshwar	917/753-0432	Wheelchair Services Staff	06/14/2016
DJFK	Small, Edna A	917/586-9766	Wheelchair Services Staff	04/21/2018
DJFK	Smith Lane, Anisha S	347/968-8437	Wheelchair Services Staff	04/20/2016
DJFK	Smith, Derron C	347/243-4714	Skycap Services Staff	04/26/2016
DJFK	Smith, Malze E	648/217-8521	Line Queue Staff	04/21/2016
DJFK	Smith, Yasmin	347/433-1156	Wheelchair Services Staff	04/19/2016
DJFK	Sookram, David S	347/257-6977	Baggage Handling Staff	04/20/2016
DJFK	Solo Jr, Pedro	347/210-7575	Wheelchair Services Staff	04/21/2016
DJFK	Springer, Ruth N	718/878-0314	Line Queue Staff	04/18/2016
DJFK	St Preux, Raphael J	347/320-2758	Baggage Handling Staff	04/21/2018
DJFK	Stavien, Mike J	347/600-3378	Baggage Handling Staff	04/27/2016
DJFK	Stewart, Kit M	631/714-0838	Skycap Services Staff	04/22/2016
DJFK	Stewart, Tracey D	917/742-1661	Line Queue Staff	04/19/2016
DJFK	Stone, Shane O	917/942-9704	Baggage Handling Staff	04/21/2018
DJFK	Suban, Taren A	917/200-2844	Line Queue Staff	04/19/2016
DJFK	Sufian, Abu	718/340-8432	Wheelchair Services Staff	04/26/2016
DJFK	Sukhoo, Rudradev	347/807-8230	Wheelchair Services Staff	04/19/2016
DJFK	Sultana, Jarna	917/882-9087	Wheelchair Services Staff	04/19/2016
DJFK	Sumpter, Ivy P	917/741-0564	Wheelchair Services Staff	06/21/2016
DJFK	Tabassum, Rubina	347/334-8304	Wheelchair Services Staff	04/21/2016
DJFK	Tannis, Michael M	347/272-7759	Wheelchair Services Staff	06/10/2016
DJFK	Taylor, Mark A	917/272-7614	Baggage Handling Staff	04/20/2016
DJFK	Taylor, Robert Ernesto	347/408-8410	Baggage Handling Staff	07/01/2016
DJFK	Tejada, Jose	347/420-6034	Skycap Services Staff	04/26/2016
DJFK	Telfer, Mandica M	347/265-6444	Supervisor	05/07/2016
DJFK	Telfer, Mandica M	347/265-6444	Supv General	05/07/2016
DJFK	Terroade, Edith A	718/683-0684	Line Queue Staff	04/26/2016
DJFK	Thelwell, Shorlon T	347/737-0006	Wheelchair Services Staff	04/21/2016
DJFK	Thomas, Fidells F	718/679-2577	Line Queue Staff	04/21/2016
DJFK	Thomas, Lucy T	347/385-6169	Line Queue Staff	04/19/2016
DJFK	Thomas, Tanice Tramaine	347/879-0530	Wheelchair Services Staff	07/06/2016
DJFK	Thomas, Vijoy	648/204-6496	Wheelchair Services Staff	04/27/2018
DJFK	Tobin, Justin A	917/438-0225	Wheelchair Services Staff	06/13/2016
DJFK	Trotman, Rahlon M	347/204-5013	Skycap Services Staff	04/28/2016
DJFK	Tunls, Rahmatu S	917/943-9958	Skycap Services Staff	04/28/2016
DJFK	Turenne, James	786/358-9545	Wheelchair Services Staff	04/19/2016
DJFK	Udarnauth, Daryl M	718/350-0116	Skycap Services Staff	04/26/2016
DJFK	Varlack, Lawrence J	648/358-7302	Wheelchair Services Staff	08/07/2016
DJFK	Verne, Makentosh	718/460-4773	Baggage Handling Staff	04/18/2016
DJFK	Vernel, Baudouin	347/894-1309	Wheelchair Services Staff	04/26/2016
DJFK	Vilme, Natacha	862/224-9852	Baggage Handling Staff	04/21/2016
DJFK	Walker, Ian L	347/784-8660	Baggage Handling Staff	04/27/2016
DJFK	Walker, Lorna	929/332-0201	Line Queue Staff	04/19/2016
DJFK	Wallace, Wayne	917/861-4243	Baggage Handling Staff	04/29/2016
DJFK	Wallington, Reginald	516/300-3989	Wheelchair Services Staff	04/21/2016
DJFK	Wallington, Reginald	516/300-3989	Wheelchair Services Staff	05/26/2016
DJFK	Webb, Jalaya F	718/964-3769	Wheelchair Services Staff	04/28/2016
DJFK	Webb, Jalisa N	347/497-1600	Wheelchair Services Staff	04/28/2016
DJFK	Welch, Terrell R	347/418-3826	Wheelchair Services Staff	06/13/2016
DJFK	Wellington, Michael C	347/733-5951	Wheelchair Services Staff	04/20/2016
DJFK	Welsh, Tinka Cerene	917/635-7915	Wheelchair Services Staff	06/23/2016
DJFK	Wharton, Crystal C	648/209-1067	Wheelchair Services Staff	04/19/2016
DJFK	White, Kewana K	917/224-4463	Wheelchair Services Staff	06/13/2016
DJFK	Wiley, Avery L	347/684-6425	Line Queue Staff	06/27/2016
DJFK	Williams, Asya R	347/488-3792	Line Queue Staff	04/21/2016
DJFK	Williams, Makie C	631/384-9814	Wheelchair Services Staff	04/26/2016
DJFK	Williams, Marvin F	917/659-3923	Baggage Handling Staff	04/27/2016
DJFK	Williams, Syayra L	929/378-6085	Wheelchair Services Staff	06/14/2016
DJFK	Wilson Jr, Anthony	929/732-8438	Baggage Handling Staff	06/07/2016
DJFK	Wilson, Lorraine M	516/643-7562	Baggage Handling Staff	04/20/2016
DJFK	Wilson, Michele	718/509-7185	Baggage Handling Staff	04/22/2016
DJFK	Winckler, Arthur D	347/208-5435	Baggage Handling Staff	04/20/2016
DJFK	Woodson, Dennis	201/259-6622	Wheelchair Services Staff	04/21/2016
DJFK	Wright Alleyne, Amarills L	347/954-1878	Wheelchair Services Staff	04/26/2016
DJFK	Wright, Helen	648/305-0866	Wheelchair Services Staff	04/22/2016
DJFK	Wright, Leah L	718/716-5424	Wheelchair Services Staff	04/26/2016

DJFK	Yarde, Jamayce Ann	718/978-1436	Wheelchair Services Staff	06/24/2016
DJFK	Yearwood, Chauncy	347/472-2463	Wheelchair Services Staff	04/27/2016
DJFK	Zhangallimbay, Wilson N	306/213-4938	Wheelchair Services Staff	06/14/2016
DJFK	Zirkiyev, Roman	718/897-4239	Wheelchair Services Staff	04/26/2016

EXHIBIT 2

Customes Area TKTQUE	33
Customs Area Bag	13
Landside Bag	69
Landside TKTQUE	36
Zone A Wheelchair	49
Zone B Wheelchair	49
Zone C Wheelchair	49
Zone D Wheelchair	49
Special Seviles Wheelchair	49
Wheelchair Zone Lead	49
Dispacth	7
Skycap	36
MGR / Supervisor	12
Total	500

EXHIBIT 3

Last Name	First Name	Source	Position Hired
Abdulah	Karriam	AirServ	SKY
Abreau	Caroline	AirServ	Line Queue
Adames	Danny	AirServ	SKY
Admettre	Richardson	AirServ	BAG
Afia	Fabliha	Airserv	WHL
Ajodha	Ghanwattie	AirServ	Line Queue
Alleyne	Desmond	AirServ	SKY
Ally	Sherreza	AirServ	Line Queue
Arice	Sherwin	AirServ	Leads/Sups
Augustin	Enorce	AirServ	SKY
Bacchus	Kemal	AirServ	MOD
Baksh	Natasha	AirServ	WHL
Bantoto	Ron	AirServ	BAG
Baptiste	Gerard	AirServ	BAG
Basdeo	Mohini	AirServ	Line Queue
Basdeo	Nazima	AirServ	Line Queue
Baskerville	Donna	AirServ	Line Queue
Begum	Moshammat	AirServ	Line Queue
Belcher	Jeremiah	AirServ	WHL
Belle	Royden	AirServ	SKY
Bennett	Grace	AirServ	WHL
Bernard	Glenise	AirServ	Line Queue
Bishop-Lewis	Tyree	AirServ	BAG
Bisnauth	Kamlawatie	AirServ	Line Queue
Blades	Ashley	AirServ	Leads/Sups
Bobb	Mervin	AirServ	BAG
Bolanos Rios	Juan Pablo	AirServ	BAG
Bookal	Carlton	Airserv	WHL
Bowry	Troy	AirServ	MOD
Brown Jr.	Anthony	AirServ	BAG
Bunbury	Devon	AirServ	BAG
Cabrera	Flordeliz	AirServ	Trainer
Cannon	Sherwin	AirServ	BAG
Cesar	Woolio	AirServ	BAG
Cesar	Rose	AirServ	Line Queue
Charles-Clesidor	Guerda	AirServ	BAG
Clement	David	AirServ	SKY
Coaxum	Saderia	AirServ	Line Queue
Compere	Herold	AirServ	BAG
Creese	Jason	AirServ	BAG
Cumberbatch	Audeen	AirServ	Line Queue
Cunningham	Du Monye	AirServ	SKY
Dadie	Joel	AirServ	BAG
Davis	Gleniece	AirServ	BAG
Davis	Mario	AirServ	BAG

Deownarain	Bhowanmatty	AirServ	Line Queue
Dickey	Shiquita	AirServ	BAG
Downes	Elvonda	AirServ	Line Queue
Dudley	Richard	AirServ	SKY
Duhaney	Omar	AirServ	WHL
Dunkley	Lamoya	AirServ	Line Queue
Edwards	Kirkland	AirServ	SKY
Elmine	Ronald	AirServ	SKY
Fernanddez	Lita	AirServ	Line Queue
Fernando	Kumari	AirServ	Line Queue
Frazer	Shamira	AirServ	Line Queue
Galarza	Carlos	AirServ	Leads/Sups
Gibbs	Kadeem	AirServ	BAG
Goodluck	Mekita	AirServ	Line Queue
Grady	Ashley	AirServ	Line Queue
Grant	Allando	AirServ	SKY
Grant	Devon	AirServ	SKY
Grant	Jerome	AirServ	SKY
Greaves	Delon	AirServ	SKY
Green	Alfonso	AirServ	BAG
Green	Petronella	AirServ	Line Queue
Gustavus	Lloyd	AirServ	SKY
Guy	Winston	AirServ	BAG
Hairston	Anthony	AirServ	BAG
Halley	Allison	AirServ	Line Queue
Hamilton Harris	Denise	AirServ	Leads/Sups
Harley	Dave	AirServ	Line Queue
Headley	Ashamally	AirServ	WHL
Hernandez	Marta	AirServ	SKY
Himmel	Christopher	AirServ	BAG
Himmel	Denise	AirServ	Line Queue
Huang	Caroline	AirServ	WHL
Hussain	Munawar	AirServ	BAG
Islam	Rashidul	AirServ	WHL
Ismail	Mohammed	AirServ	WHL
Jean Philippe Exil	Gernick	AirServ	WHL
Johnson	Michael	AirServ	WHL
Jones	Bobby	AirServ	BAG
Julius	Keyana	AirServ	WHL
Juman	Alimoon	AirServ	WHL
Kahadugoda	Kapila	AirServ	SKY
Kaur	Harmanpreet	AirServ	Line Queue
Khan	Fareeza	AirServ	Line Queue
Khirattie	Eran	AirServ	WHL
Lachminarian	Ganesh	AirServ	BAG
Latchminarain	Dyal	AirServ	BAG

Leopard	Jean	AirServ	BAG
Lihoussoun	Comlan	AirServ	BAG
Lindo	Camilla	AirServ	BAG
Lipford	Valerie	AirServ	Line Queue
Louis	Widlyne	AirServ	BAG
Marigny Liroy	Marguerite	AirServ	Line Queue
Martinez	Johanna	AirServ	Leads/Supps
Martinez	Leonardo	AirServ	Leads/Supps
Mayolino Estrella	Ralt	AirServ	SKY
McLaurin	Michael	AirServ	Line Queue
Michael	Rod	AirServ	SKY
Miraflores	Jesus	AirServ	SKY
Mohamed	Zaman	AirServ	BAG
Monero	Ryan	Airserv	WHL
Moonsammy	Maharani	AirServ	Line Queue
Mullahoo	Pratima	AirServ	WHL
Mullings	Michael	AirServ	BAG
Munilall	Kissoon	AirServ	WHL
Murray	Charlene	AirServ	Line Queue
Murray	Nicole	AirServ	Line Queue
Naraine	Lilowtie	AirServ	Line Queue
Nedd	Jomell	AirServ	BAG
Neilson	Ian	AirServ	BAG
Nelson	Michel	AirServ	SKY
Nelson	Elroy	AirServ	BAG
Nelson	Lyndon	AirServ	BAG
Nixon	Duwayne	AirServ	BAG
Norlean	Chidine	AirServ	WHL
Nunez	Joe	AirServ	SKY
Ocampo	Jonathan	AirServ	SKY
Ochoa	Pauline	AirServ	Line Queue
Odugbemi	Sulaimon	AirServ	BAG
Okpara	Christian	AirServ	BAG
Owen	Shaquille	AirServ	BAG
Oxley Dell	Marcia	AirServ	Leads/Supps
Paredes	Mike	AirServ	WHL
Parris	Makeba	AirServ	Line Queue
Partap	Mukesh	AirServ	BAG
Pencile	Roland	AirServ	WHL
Perez	Hilda	AirServ	SKY
Peters	Shirlin	AirServ	Line Queue
Pierre	Jude	AirServ	BAG
Pinkney	Troy	AirServ	BAG
Polanco	Henry	AirServ	SKY
Pranantram	Jayraam	AirServ	Leads/Supps
Prasad	Aditie	AirServ	Line Queue

Prince	Denzyl	AirServ	BAG
Quidlat	Dionel	AirServ	BAG
Ramnaraine	Deodat	AirServ	WHL
Ramsammy	Lloyd	AirServ	SKY
Reid	Sterling	AirServ	WHL
Reid	Omar	AirServ	BAG
Richards	Jeremy	AirServ	SKY
Robinson	Jasmine	AirServ	Line Queue
Robles	Frankie	AirServ	SKY
Roc	Sachel	AirServ	Line Queue
Rodgers	Irene	AirServ	WHL
Rodriguez	Rosany	AirServ	SKY
Sanchez	Stephanie	AirServ	WHL
Sanchez	Joseph	AirServ	SKY
Sang	Clanna	AirServ	Line Queue
Sano	Zainab	AirServ	Line Queue
Scott	Trevor	AirServ	BAG
Scott Breary	Nickel	AirServ	WHL
Segre	Tanisha	AirServ	BAG
Shakur	Sultana	AirServ	Line Queue
Simmons	Treyvone	AirServ	BAG
Simpson	Kerry	AirServ	Leads/Sups
Singh	Dhankumarie	AirServ	Line Queue
Singh	Geeta	AirServ	Line Queue
Singh	Mona	AirServ	Line Queue
Singh	Yogeshwar	AirServ	WHL
Small	Edna	AirServ	WHL
Smith	Dermon	AirServ	SKY
Smith	Maize	AirServ	Line Queue
Sookram	David	AirServ	BAG
Springer	Ruth	AirServ	Line Queue
St. Preux	Raphael	AirServ	BAG
Stavien	Mike	AirServ	BAG
Stewart	Kit	AirServ	SKY
Stewart	Tracey	AirServ	Line Queue
Stone	Shane	AirServ	BAG
Suban	Taren	AirServ	Line Queue
Sultana	Jarna	AirServ	WHL
Tannis	Michael	AirServ	WHL
Taylor	Mark	AirServ	BAG
Tejada	Jose	AirServ	SKY
Telfer	Mandica	AirServ	WHL
Terroade	Edith	AirServ	Line Queue
Thomas	Fidelis	AirServ	Line Queue
Thomas	Lucy	AirServ	Line Queue
Tobin	Justin	AirServ	WHL

Trotman	Rahion	AirServ	SKY
Tunis	Rahmatu	AirServ	SKY
Udarnauth	Daryl	AirServ	SKY
Vilme	Natacha	AirServ	BAG
Walker	Lorna	AirServ	Line Queue
Walker	Ian	AirServ	Leads/Supps
Wallace	Wayne	AirServ	BAG
Williams	Marvin	AirServ	BAG
Williams	Asya	AirServ	Line Queue
Wilson	Anthony	AirServ	BAG
Wilson	Lorraine	AirServ	BAG
Wilson	Michele	AirServ	BAG
Winckler	Arthur	AirServ	BAG
Wright	Leah	AirServ	WHL

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JAMES G. PAULSEN, Regional Director of
Region 29 of the National Labor Relations Board,
For and on behalf of the NATIONAL LABOR
RELATIONS BOARD

Petitioner

v.

PRIMEFLIGHT AVIATION SERVICES, INC.

Respondent

AFFIDAVIT OF CAROL DOEZEMA

I, Carol Doezeema, being first duly sworn under oath, solemnly affirm that the following is true based on my personal knowledge and belief:

1. Prime Flight Aviation Services, Inc. ("PrimeFlight") is a wholly-owned subsidiary of SMS Holdings and operates at a number of airports around the country. I am currently employed as PrimeFlight's Manager, Contract Administration/Licensing. My duties require that I be familiar with PrimeFlight's contractual relationship with JetBlue Airways Corporation ("JetBlue") at John F. Kennedy International Airport.

2. Attached to this Affidavit as Exhibit 1 is a true and correct copy of the General Terms Agreement for Domestic Airport Services ("GTA") between PrimeFlight and JetBlue, redacted to protect PrimeFlight's confidential and proprietary business information about the financial terms of its business relationship with JetBlue.

3. Attached to this Affidavit as Exhibit 2 is a true and correct copy of the Statement of Work ("SOW") setting forth the scope of services to be provided by PrimeFlight under the GTA. The SOW is redacted to protect PrimeFlight's confidential and proprietary business information about the financial terms of its business relationship with JetBlue.

4. I have personal knowledge of the facts in this affidavit. I am competent to testify to the matters set forth in this affidavit and make this affidavit based on my personal knowledge.

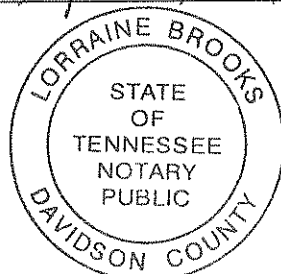
FURTHER AFFIANT SAYETH NAUGHT.

Carol Doezema
Carol Doezema

Subscribed and sworn to before me this 7th day of Oct., 2016, by Carol Doezema.

Witness my hand and official seal.

My Commission Expires: Sept. 11, 2017



My Comm. Expires
September 11, 2017

Lorraine Brooks
Notary Public

26440317.1

EXHIBIT 1

GENERAL TERMS AGREEMENT FOR DOMESTIC AIRPORT SERVICES

between

PRIMEFLIGHT AVIATION SERVICES, INC.

and

JETBLUE AIRWAYS CORPORATION

THIS General Terms Agreement for Domestic Airport Services ("Agreement") is made and entered into as of March 16, 2016 ("Effective Date") by and between PRIMEFLIGHT AVIATION SERVICES, INC. with its primary place of business at 7135 Charlotte Pike, Suite 100, Nashville, Tennessee 37209 ("Business Partner") and JETBLUE AIRWAYS CORPORATION with its primary place of business at 27-01 Queens Plaza North, Long Island City, New York 11101 ("JetBlue"), either or both of which may be hereinafter referred to as a "Party" or the "Parties".

WITNESSETH:

The Parties have previously entered into a General Terms Agreement for Services dated August 29, 2014, as amended and supplemented by Amendment #1 dated March 15, 2015 (collectively, the "Previous Contract") whereby Business Partner agreed to provide Services to JetBlue on the terms and conditions contained therein;

JetBlue and Business Partner desire to terminate the Previous Contract between the Parties in its entirety and replace the same with this Agreement; and

The parties therefore agree as follows:

ARTICLE 1 – Definitions

- 1.1 The following definitions shall apply to the terms contained herein, unless another meaning shall be indicated by the context in the Agreement:

"AOSSP" shall mean the JetBlue Aircraft Operator Standard Security Program provided by JetBlue (i.e., the manual approved by the Transportation Security Administration pursuant to 49 CFR 1544.101-105, as such manual may be amended from time to time).

"Confidential Information" shall mean any and all technical and non-technical information provided by either Party to the other, including but not limited to (a) patent and patent applications, (b) trade secret, (c) proprietary information of all types, including

but not limited to business methods, techniques, sketches, inventions, processes, manuals, equipment, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, development, design details and specifications, financial information, procurement requirements, purchasing, manufacturing, customer/passenger lists, customer/passenger data, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Disclosing Party (as such term is defined below) provides regarding third parties, and (d) the terms and conditions of this Agreement.

“Services” shall mean the services provided by Business Partner to JetBlue as further described in the attached SOW of this Agreement.

- 1.2 Those terms contained in this Agreement not defined above shall have the meanings given to them in this Agreement.
- 1.3 Any reference to days herein shall mean calendar days unless otherwise specified herein.
- 1.4 Any inconsistency in this Agreement shall be resolved by giving precedence in the following order: (1) any Statement of Work (“SOW”); (2) this Agreement.

ARTICLE 2 – Term

- 2.1 This Agreement shall become effective as of the Effective Date and continue for the [REDACTED] unless terminated earlier in accordance with the terms of this Agreement.
- 2.2 Following the Initial Term, this Agreement shall automatically renew for successive one (1) month period(s), (each a “Renewal Term,” and, collectively with the Initial Term, the “Term”) unless terminated in accordance with the terms of this Agreement.
- 2.3 Each SOW attached to this Agreement shall have its own term and become effective and terminate as of the dates set forth in such SOW, unless this Agreement is earlier terminated in accordance with the terms herein.

ARTICLE 3 – Services

- 3.1 Business Partner agrees to provide the Services as described specifically in an attached SOW.

- 3.2 JetBlue is not required to purchase a minimum amount of Services from Business Partner.
- 3.3 If JetBlue discontinues or suspends its operations at any of the Airports in an attached SOW, JetBlue may discontinue service at the Airport by giving Business Partner at least thirty (30) days prior written notice.
- 3.4 If JetBlue resumes its operations at such Airport, Business Partner shall resume providing Services at that airport within thirty (30) days of receipt of written notice by JetBlue.

ARTICLE 4 – Changes to the Services

- 4.1 At no additional cost to JetBlue, Business Partner shall comply with any non-material change request to the Services made by JetBlue within five (5) days of receipt of written request.
- 4.2 In the event that Business Partner realizes a cost reduction, as a result of a change request by JetBlue, Business Partner agrees to reduce JetBlue's prices hereunder accordingly by notifying JetBlue in writing of such reduction in the cost. Such price reduction will be documented in writing amendment to the corresponding SOW.

ARTICLE 5 – Consideration and Invoices

5.1

5.2

5.3

5.4

5.5

5.6

ARTICLE 6 – Taxes, Fines, Penalties

- 6.1 Business Partner shall pay any customs, duties, taxes and fees, including any related fines or penalties, levied on either Party by authorities in the United States or any other governmental authority in any jurisdiction in connection with Business Partner's performance of the Services.

ARTICLE 7 – Business Partner Obligations

- 7.1 Business Partner agrees to provide the Services in accordance with approved JetBlue supplied data and instructions, JetBlue's General Procedures Manual, standard Federal Aviation Administration ("FAA"), approved industry practices, FAA-approved JetBlue requirements, and all applicable rules and regulations, including rules and regulations of the FAA, Transportation Security Administration ("TSA"), and the AOSSP.
- 7.2 Business Partner, at its sole cost and expense, shall at all times shall (i) secure and maintain at all times during the Term any and all applicable permits, authorizations, consents, approvals, licenses, tests and inspections required by JetBlue and any federal, state, city, county, regional and other governmental authorities having jurisdiction (including, but not limited to the applicable Airport authority, the FAA, and the TSA) (collectively, "Governmental Authorities") for the proper performance of the Services, and (ii) comply with all applicable federal, state and local (including airport) laws, executive orders, statutes, ordinances, rules, regulations, and orders of Governmental Authorities as are applicable to the performance of the Services (including but not limited to those related to environmental requirements, employee background and motor vehicle checks, drug and alcohol testing, and access to Security Identification Display Areas) (collectively, "Laws and Permits"). Without limiting the generality of the foregoing, Business Partner shall in particular be required to comply with the following:

- 7.2.1 (i) all applicable provisions of 49 CFR 15, 1520, 1540, 1542, 1544, 1548 and 1550; (ii) all applicable written airport policy statements regarding security; (iii) all applicable security directives and information circulars promulgated pursuant to 49 CFR 1542.303 and 1544.305; and (iv) those provisions of the AOSSP and of which JetBlue notifies Business Partner from time to time. Business Partner shall ensure and be able to demonstrate that it has conducted adequate background / criminal background investigations and finger printing of all its employees hired under applicable FAA and TSA regulations found at 49 CFR 1544.229 & 1542.209.
- 7.2.2 Business Partner shall not use or contract with any drug testing laboratory that is not certified by the Department of Health and Human Services (DHHS) pursuant to the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 Federal Register 11970; April 11, 1988 as amended by 59 Federal Register 29908; June 9, 1994). Business Partner shall provide to JetBlue a copy of Business Partner's certified drug testing and alcohol misuse prevention programs, together with evidence in form reasonably satisfactory to JetBlue that such programs have been approved by the FAA. JetBlue shall have the right at any time, upon not less than 24 hours prior oral or written notice to Business Partner, to review, inspect and audit Business Partner's testing, training and other records required to be kept under Business Partner's drug testing and alcohol misuse prevention programs.
- 7.2.3 Business Partner (and its agents, employees and other personnel engaged in activities performed on behalf of JetBlue) shall not discriminate on the basis of handicap, consistent with the Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and 14 CFR Section 382.9, and shall comply with directives issued by complaints resolution officials under 14 CFR Section 382.65.
- 7.2.4 Business Partner shall make and give all governmental or airport filings and notices with respect to the Services.
- 7.2.5 Business Partner will follow the JetBlue established protocols to conform to the requirements of the U.S. Customs and Boarder Protection program "Custom – Trade Partnership Against Terrorism."
- 7.3 Business Partner shall, for a period of five (5) years after the termination of this Agreement, maintain records of the following documents and provide copies of which to JetBlue upon request from JetBlue: all training programs, workplace accidents and injuries, employee grievances, and employee disciplinary actions.

- 7.4 Business Partner shall perform the Services in strict compliance with JetBlue's standards governing, among other things, the Services and safety procedures in effect or as hereafter given in writing to Business Partner from time to time. Business Partner agrees, however, that such standards remain JetBlue's exclusive property and that the contents of such manual apply only to Business Partner's operations at the Airport.
- 7.5 Business Partner agrees to participate in JetBlue's Business Partner Oversight Program ("BPOP") and close or address all open findings/observations per the BPOP process. Failure to reasonably cooperate in the BPOP process, including any implementation of findings/observations and recommended practices, will result in Business Partner being responsible for reimbursing or indemnifying JetBlue against any fines, penalties, damages, or other costs associated with the open findings or observations.
- 7.6 Business Partner shall enforce (and, if applicable, cause its subcontractors to enforce) strict discipline and good order among its employees, to maintain and observe sound and harmonious labor practices, and to take all reasonable steps to avoid labor disputes (including but not limited to jurisdictional and other site-specific labor disputes) and work stoppages. If, at any time, any of the workers performing the Services shall be unable to work in harmony or shall interfere with any labor employed by JetBlue or any tenant of the area in which the Services are performed, Business Partner shall take such reasonable steps as shall be necessary to resolve such dispute including but not limited to the removal and replacement of employees or agents.
- 7.7 Should disputes arise, both Parties will proceed diligently with their performance under this Agreement. Business Partner will not have a right to suspend the Services or to refuse to comply with any order or direction of JetBlue while the dispute is ongoing. Any such suspension or refusal will be a material breach of this Agreement. The parties acknowledge that this provision will not operate to require payment by JetBlue of Charges that are disputed.
- 7.8 Business Partner shall not cause damage to any of JetBlue's aircraft, or any other property which JetBlue owns or leases.

ARTICLE 8 – Training

- 8.1 Business Partner will send employees to JetBlue University ("JBU") for "Train the Trainer" training ("Business Partner Trainers").
- 8.2 The Business Partner Trainers must complete the training in order to be qualified to give training to Business Partner employees to perform the Services.

8.3 Each Business Partner Trainer that has been qualified by JetBlue shall be responsible for completing recurrent training (as well as any ad hoc or one-time-release training modules) in the base month it is due.

8.3.1 JetBlue will receive a [REDACTED] service credit per day for each Business Partner trainer that is overdue as of the beginning of the 5th day of the month following the due date. Additional service credits of [REDACTED] per day will be added at the thirty (30) day mark, and an additional service credit of [REDACTED] per day will be added at the sixty (60) day mark, per trainer.

8.3.2 Any Business Partner Trainer that is in violation of receiving training in excess of the sixty (60) day mark past the due date, in addition to the total service credit already accrued, shall also be removed as a Business Partner Trainer and will no longer be eligible to be a trainer for JetBlue in the future (modifiable at the sole discretion of JetBlue). Any cost to add a new trainer due to the reason in Article 8.3.1 above will be at the Business Partner's sole expense following these guidelines:

8.4 Business Partner shall cover the cost (including any per diem, transportation and accommodations costs) of sending a JBU Instructor to the Business Partner location at a flat rate of [REDACTED] per session for one (1) day, and [REDACTED] per session for two (2) days for each train-the-trainer session. If more than two (2) sessions are required throughout any one calendar year, the cost of each additional session shall be at a flat rate of [REDACTED] per session for one (1) day, and [REDACTED] per session for two (2) days.

8.5 Alternatively, at the sole discretion of JetBlue, the training session can be offered at a designated company location other than the city of the Business Partner. In this case, the Business Partner shall be responsible for covering all expenses and wages of their trainers, but not responsible for any JetBlue expenses or wages.

8.6 Initial Training: Each Business Partner Trainer shall deliver the required JetBlue provided curriculum initial training to all Business Partner employees that actively work with JetBlue. This initial training must be completed prior to the employee performing any function on the behalf of JetBlue, including on or near our aircraft or equipment with JetBlue customers or bags, or handling JetBlue Cargo or provisioning items.

8.6.1 For each Business Partner employee that is found to be working without all required initial training having been completed and documented on a CS-34 form, and that form having been delivered either electronically or in hard copy version

to local JetBlue leadership or designees, JetBlue will receive a service credit of [REDACTED] per employee per day that was not trained and worked on JetBlue's behalf.

8.7 Recurrent Training: Each Business Partner trainer shall deliver the JetBlue provided curriculum required recurrent training to all Business Partner employees that actively work with JetBlue, including on or near our aircraft or equipment, with JetBlue customers or bags, as well as JetBlue Cargo or provisioning items. This training shall be completed after the trainer completes the recurrent training, but no later than the last day of the month it was due.

8.7.1 For each Business Partner employee that is found to be working after the training due date without the training having been completed and documented on a CS-34 form, and that form having been delivered either electronically or in hard copy version to local JetBlue leadership or designees, JetBlue will receive a service credit of [REDACTED] per employee per day that was not trained and worked on JetBlue's behalf after the due date.

8.8 Ad-Hoc Training: Each Business Partner trainer shall deliver any JetBlue provided curriculum ad hoc or one-time-only releases to current Business Partner Employees in the month that is released. For clarity, these are training modules that are added to an initial training plan after a student completed their original initial training. This applies to all Business Partner employees that actively work with JetBlue, including on or near our aircraft or equipment, with JetBlue customers or bags, as well as JetBlue Cargo or provisioning items. This training must be done after the trainer completes their personal training on this module, but no later than the last day of the month it is due.

8.8.1 For each Business Partner employee that is found to be working after the due date without the training having been complete and documented on a CS-34 form, and that form having been delivered either electronically or in hard copy version to local JetBlue leadership or designees, JetBlue will receive a service credit of [REDACTED] per employee per day that was not trained and worked on JetBlue's behalf after the due date.

8.9 Communication of all training modules due for initial, recurrent or ad hoc/one-time-releases will be updated on the JBU Portal, www.jetblueuniversity.com in the form of links to the current training plans for each Business Partner function. It is the responsibility of the Business Partner trainer to use these training plans to meet the requirements in this Agreement. Additionally, certain notifications will be communicated via email as well. It is the responsibility of the trainer to keep JetBlue apprised of any

changes to its email address by emailing JBUCustomerService@jetblue.com with the change.

- 8.9.1 Failure to update this vital contact information shall lead to a service credit of [REDACTED] for any communication missed that leads to audit finding by a government agency or by an internal JetBlue audit. For example, new versions of the CS-34 form released, new training events added to training plans, overdue training warnings, etc.

ARTICLE 9 – Personnel and Equipment

- 9.1 Except as expressly set forth herein, Business Partner shall, at its sole cost and expense, furnish all labor, supervision, equipment, facilities, materials and supplies, and other requisites necessary for the proper performance of the Services at each Airport. The parties acknowledge that JetBlue's flight activity may increase or decrease over the duration of the Term, and that it will be the responsibility of Business Partner to maintain appropriate levels of personnel and equipment to perform the Services in strict accordance with this Agreement, regardless of any such change in activity.
- 9.2 Business Partner shall ensure that it staffs an adequate number of employees unless a minimum amount of employees required is stated in an attached SOW.
- 9.3 The employees of Business Partner engaged in performing Services hereunder will be considered employees of Business Partner for all purposes and will under no circumstances be deemed to be employees of JetBlue. Without limiting the generality of the foregoing, Business Partner shall be solely responsible for supervision of such employees, and for payment of any and all taxes, contributions, and other payments for unemployment compensation and/or pension benefits, worker's compensation, employers liability insurance, annuities, and other such remuneration as may now or hereafter be imposed upon employers by Governmental Authorities with respect to such employees.
- 9.4 Business Partner shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation. Business Partner shall undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Business Partner shall otherwise comply in all respects with all applicable Laws and Permits pertaining to affirmative action and equal employment opportunity, as well as any applicable Laws and Permits with respect to use of local, minority, and/or women owned business enterprises in the performance of the Services.

- 9.5 Business Partner will be responsible for the acquisition, maintenance, inventory, storage, and control of all equipment, materials, supplies, and any special equipment required to perform the Services, unless otherwise stated in a SOW.

ARTICLE 10 – Representations and Warranties

Business Partner represents and warrants as follows:

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ARTICLE 11 – Assurance of Services, Service Level Agreement

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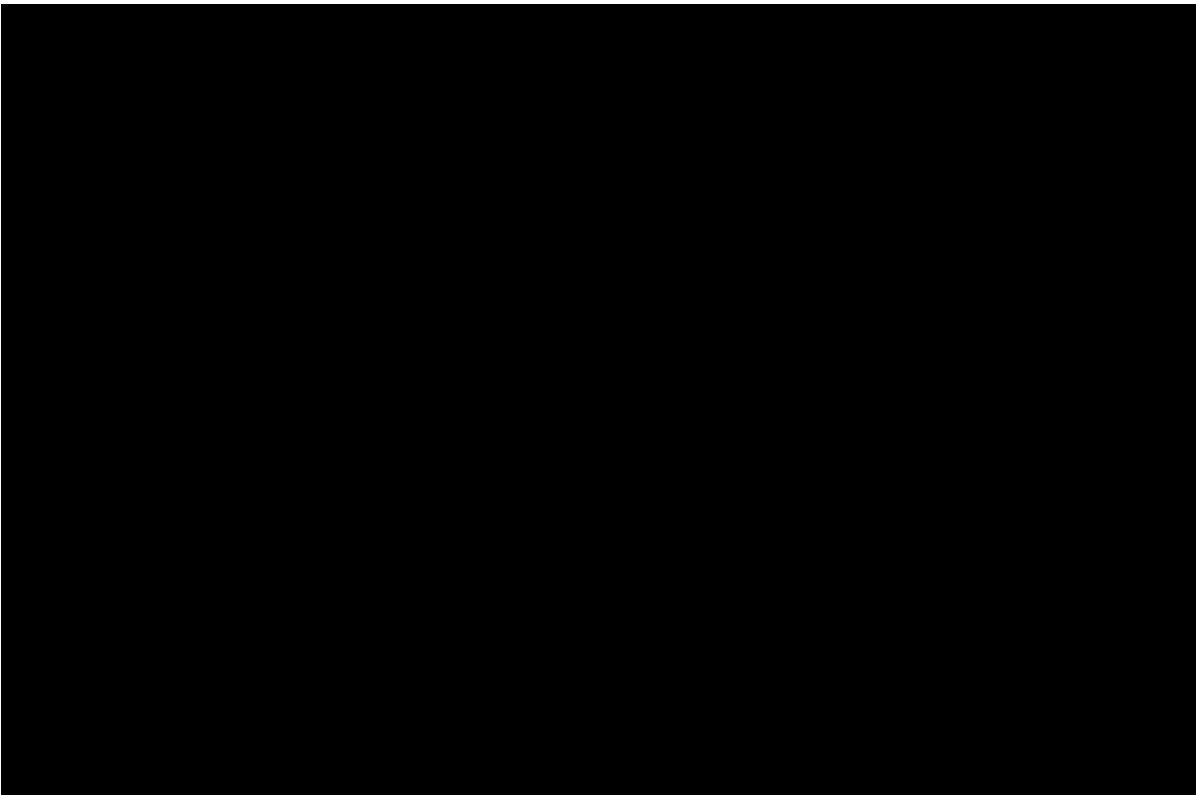
11.3



11.4 Business Partner will meet certain levels of performance, known as “Service Level Agreements” as set forth in each SOW. JetBlue reserves the right to amend the Service Level Agreements from time to time by giving Business Partner at least thirty (30) days prior written notice of any change.

ARTICLE 12 – Termination Rights

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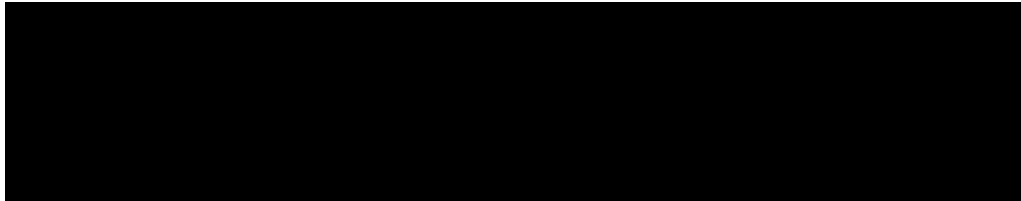
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ARTICLE 13 – Inspection and Audit

- 13.1 Business Partner's books, records and manuals shall be available for inspection by JetBlue or its designated representative(s) at all reasonable times in order for JetBlue to assure Business Partner's compliance with the procedures, practices, obligations and requirements of this Agreement.
- 13.2 In order to verify statements issued by Business Partner and its compliance with the terms of this Agreement, including any SOW(s) and SLAs, JetBlue will have the right to have its auditors or inspection team ("Auditors") conduct an audit of the relevant books, records and manuals of Business Partner and Business Partner agrees to provide the Auditors access to the relevant records and facilities. Any audit or inspection shall be conducted during regular business hours at Business Partner's facilities, with at least ten (10) business days' prior written notice, or as otherwise agreed upon by the Parties, and

shall be conducted so as not to interfere with Business Partner's normal business activities.

- 13.3 Business Partner agrees that JetBlue may conduct site inspections of Business Partner's facilities, observations of the performance of the Services, compliance with regulations, industry standards (e.g., ICAO, ISAGO, IOSA), industry practices, training records, safety audits, and other similar procedures as it may reasonably determine to be necessary to confirm that the Services are being performed in accordance with the terms of this Agreement (in each case, a "Quality Assurance Inspection"), provided that any such procedures shall be conducted in Business Partner's presence, during normal business hours, and in a manner that does not unreasonably interfere with the performance by Business Partner of the Services.

13.3.1 In the event that, as a result of a Quality Assurance Inspection, JetBlue determines in its reasonable discretion that Business Partner is not providing the Services in accordance with the requirements of this Agreement (a "QA Failure"), Business Partner shall remedy such QA Failure within a reasonable period of time as may be specified by JetBlue.

13.3.2 JetBlue shall have the right to terminate this Agreement for default upon ten (10) days' written notice to Business Partner if (i) Business Partner fails to remedy a QA Failure within the specified time period, or (ii) multiple QA Failures arise. Business Partner will be held responsible for and shall indemnify JetBlue against any financial loss, cost of cover for Services, penalties, fines assessed to JetBlue as a result of Business Partner's failure.

- 13.4 Any financial audit shall be conducted by an independent certified public accountant selected by JetBlue and approved by Business Partner, such approval not to be unreasonably withheld.

13.5 JetBlue is entitled to receive the final written report from the selected auditor. Copies of all notes and work product of the selected auditor will remain confidential and will be provided to Business Partner within thirty (30) days after the final audit is completed. Prompt adjustment shall be made to compensate for any errors or omissions disclosed by such audit. Any such audit shall be paid for by JetBlue, unless discrepancies are disclosed that amount to [REDACTED] or more of the items audited compared to what was agreed upon by this Agreement. If such discrepancies are disclosed, Business Partner shall pay the costs associated with the audit.

- 13.6 Business Partner shall cooperate with the JetBlue audit teams when scheduling and performing audits. Upon completion of audit and within two weeks following; Business

Partner will work with JetBlue's audit team to identify root cause(s) and corrective action plan. Upon agreement, Business Partner will execute corrective action plan within agreed timeframe.

ARTICLE 14 – Force Majeure

- 14.1 Neither JetBlue nor Business Partner shall be liable to the other for default or damages resulting from any failure to perform the Services or any other obligations to each other under the Agreement (other than Business Partner's obligations under this Agreement) to the extent such failure is caused by, or due to, events beyond the reasonable control of the Party invoking the provision such as, but not limited to, acts of God, acts of war (whether declared or undeclared), riot, rebellion, sabotage, weather, fire, flood, drought, earthquake, windstorm, explosion, embargo, court orders, or any other similar causes, and not due to the fault or negligence of the Party claiming relief hereunder. However, if a party is unable to perform its obligations under the Agreement for a period exceeding 30 days then the other Party shall be entitled to terminate this Agreement forthwith by giving written notice to the other party.

ARTICLE 15 – Confidentiality; Publicity

- 15.1 Each Party agrees that at all times it will hold in confidence and not disclose to any third party Confidential Information of the other, except as approved in advance in writing by the other Party to this Agreement, and will use the Confidential Information for no purpose other than performing its obligations under this Agreement. Each party shall permit access to Confidential Information of the other party only to those of its employees or authorized representatives having a need to know and who have agreed to the terms of this Agreement. Each Party shall take such action as shall be necessary or appropriate to preserve and protect the Confidential Information of the other Party, and in any event using means not less protective than those used to protect its own Confidential Information but no less than a reasonable degree of care. Confidential Information shall not be reproduced or stored in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other Party by either Party shall remain the property of the Party disclosing Confidential Information (the "Disclosing Party") and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other Party. Notwithstanding the above, a Party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this Article 15.1 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information.

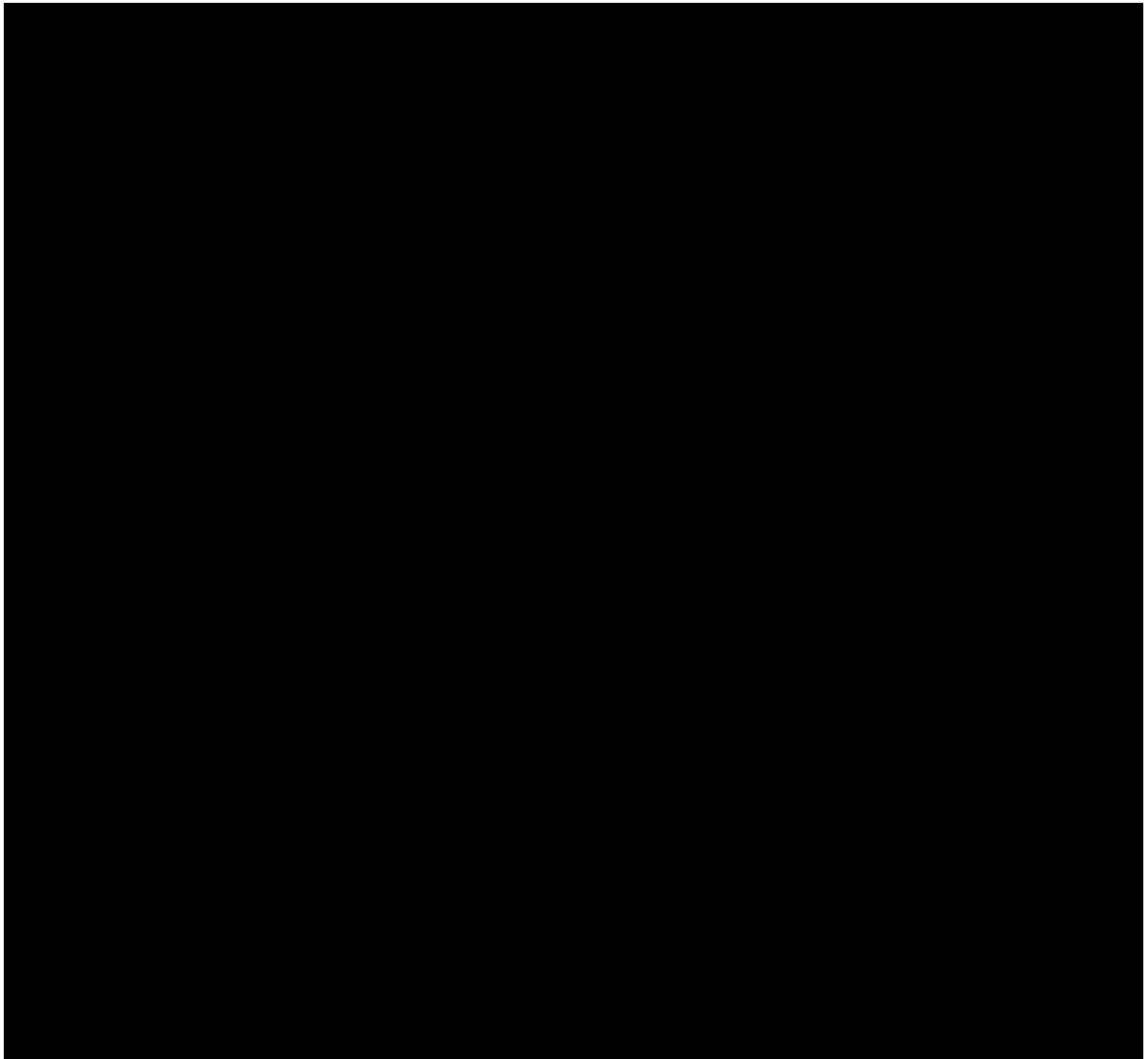
- 15.2 Each Party's obligations under this Agreement with respect to any portion of the other Party's Confidential Information shall terminate when the Recipient can document that: (a) it has entered the public domain through no fault of the Recipient, (b) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the other Party, (c) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other Party, or (d) it was developed by Recipient independently of and without reference to any information communicated to the Recipient by the other Party.
- 15.3 Business Partner agrees not to use JetBlue's trademark, tradename, service mark and domain name, and any visual representations thereof, including logos, designs, symbols, word marks, images, colors and color combinations, trade dress and characters, and any other publicity rights or indicia of ownership owned or used by JetBlue (collectively, the "Marks") without first obtaining JetBlue's prior written consent (which may be withheld in JetBlue's sole discretion). The Marks may not be used in connection with any advertising, promotion, publicity of other printed or electronic material without the prior written consent of JetBlue. Any unauthorized use of the Marks shall constitute a material breach of this Agreement and an infringement of JetBlue's rights in and to the Marks.
- 15.4 Business Partner covenants and agrees that except as provided by the provisions of any law, order, rule or regulation the Business Partner shall not publicly disclose or describe its relationship with JetBlue or this Agreement.

ARTICLE 16 – Proprietary Rights

- 16.1 JetBlue shall retain the proprietary right to any documents, procedures or methods that it develops and provides to Business Partner. These documents, procedures or methods are not to be provided to any third party by Business Partner without the specific prior written approval of JetBlue.
- 16.2 Similarly, Business Partner shall retain the proprietary right to any documents, procedures or methods that it develops and provides to JetBlue. These documents, procedures or methods are not to be provided to any third party by JetBlue without the specific prior written approval of Business Partner.

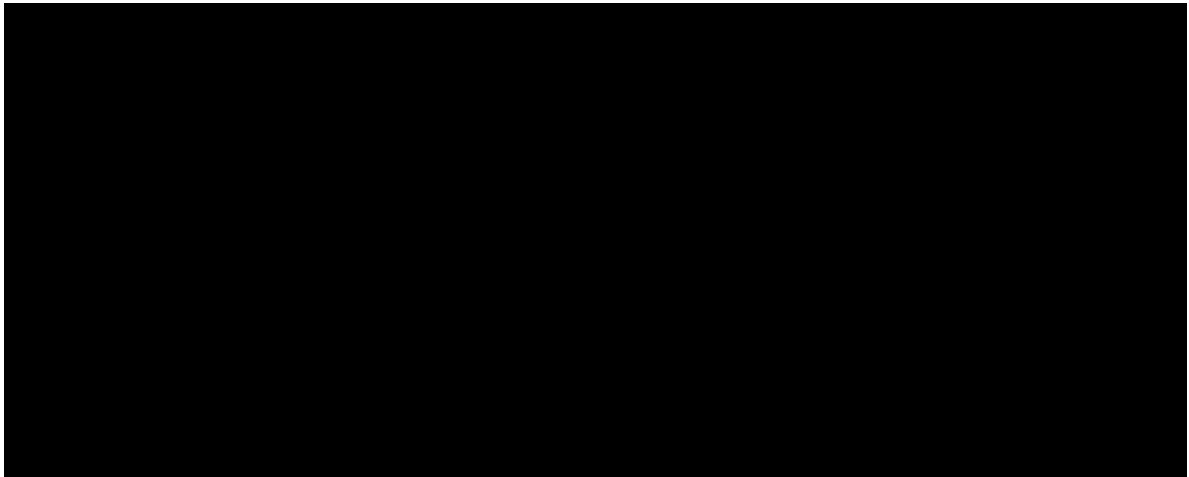
ARTICLE 17 – Notices


17.1



ARTICLE 18 – Insurance

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- 18.2 With respect to the Commercial General and Automobile Liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by JetBlue, (b) name JetBlue, its directors, officers, employees and agents as additional insureds, (c) contain a waiver of subrogation in favor of the additional insured, (d) provide that Business Partner is solely responsible for the payment of all premiums, deductibles, self-insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide JetBlue with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Business Partner relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision.
- 18.3 With respect to the Employer's Liability and Workers' Compensation insurance, each policy shall (a) provide that Business Partner is solely responsible for the payment of all premiums thereunder, (b) include a severability of interest clause, (c) contain a waiver of subrogation in favor of JetBlue, and (d) contain a provision requiring the insurer(s) to provide JetBlue with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance.
- 18.4 Not less than ten (10) days prior to Business Partner first performing the Services hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Business Partner shall furnish to JetBlue certificates evidencing that Business Partner has the insurance required hereby. All insurance required to be carried by Business Partner hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the applicable jurisdictions and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

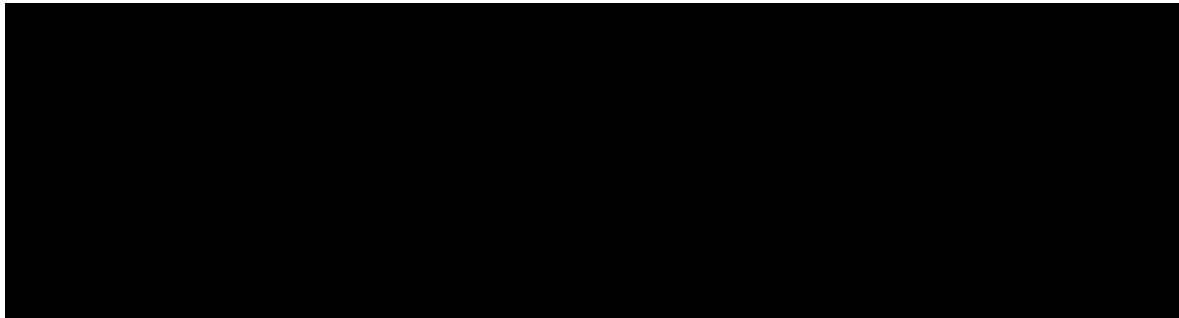
ARTICLE 19– Indemnification

- 19.1 Business Partner shall defend, indemnify and hold harmless JetBlue, its directors, officers, employees and agents, from and against any and all losses, damages, claims,

liabilities, demands, costs and expenses (including reasonable attorneys' fees and expenses), brought by any party, including Business Partner's employees, which arise out of or result from (i) the provision of the Services by Business Partner hereunder, (ii) any act or omission of Business Partner, its agents, employees or subcontractors (including without limitation any civil or criminal penalties and/or charges imposed by any governmental authority and/or judicial body for noncompliance with applicable law), (iii) Business Partner's performance of its other obligations under this Agreement, (iv) any personal injury (including death) that occurs due to the performance of Services under this Agreement; or (v) any breach or default by Business Partner of its obligations under this Agreement, except to the extent arising out of or resulting from the gross negligence or willful misconduct of JetBlue.

ARTICLE 20 – Limitation of Liability

20.1



ARTICLE 21 – Subcontracting

21.1 Business Partner shall not subcontract for any of the Services without the prior written consent of JetBlue. If JetBlue agrees to allow Business Partner to delegate any of the Services to subcontractors, Business Partner shall remain liable for such Services and shall be responsible for any subcontractor's performance thereof.

ARTICLE 22– Miscellaneous

22.1 Any additions, deletions or modifications of the provisions of this Agreement shall not be binding on either Party unless accepted and approved in writing by duly authorized representatives of both Parties in an amendment to this Agreement.

22.2 This Agreement constitutes the entire agreement between the Parties relating to all matters addressed herein, and revokes and supersedes any and all prior existing agreements, representations and understandings (written, oral, or otherwise) relating to the subject matter hereof, such prior existing agreements, representations and understandings being merged into this Agreement.

- 22.3 If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 22.4 This Agreement and any dispute arising out of or related to this Agreement or the subject matter hereof (whether sounding in contract, tort or otherwise) shall be governed by the laws of the State of New York, without regard to the conflict of law provisions thereof. Each party hereto submits to the exclusive jurisdiction of the state and federal courts of New York, NY for the purposes of all legal proceedings arising out of or relating to this Agreement or the subject matter hereof (whether such proceedings sound in contract, tort or otherwise).
- 22.5 The relationship between JetBlue and Business Partner is that of independent contractors and not agents, employees, partners, joint venturers, or any other cooperative business arrangement and neither party shall have the power or authority to obligate or bind the other party in any manner whatsoever.
- 22.6 Notwithstanding the termination or expiration of this Agreement for any reason, the provision of Paragraphs 10, 12, 15, 16, 17, 18, 19, 20, 21 and 22 of this Agreement shall survive such termination or expiration indefinitely. In addition, the terms and conditions of this Agreement which expressly or by their nature are to survive the termination or expiration of this Agreement shall so survive.
- 22.7 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto. It shall not be voluntarily assigned in whole or in part by either Party without the prior written consent of the other Party.
- 22.8 If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in this Agreement, such failure will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- 22.9 This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. This Agreement and written amendments hereto, may be executed by facsimile or by email delivery.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the signature of their duly authorized officials as affixed below as of the date first written above.

JETBLUE AIRWAYS CORPORATION

By: 
Name: Ian Deason
Title: VP Airports Experience
Date: MARCH 22, 2016

PRIMEFLIGHT AVIATION SERVICES, INC.


By: 
Name: Hiram Cox
Title: Sec/Treas
Date: MARCH 18, 2016

EXHIBIT 2

Statement of Work No. 1

John F Kennedy International Airport ("JFK")

1. **AIRPORT:** John F. Kennedy International Airport, New York
2. **COMMENCEMENT DATE OF SERVICES:** May 8, 2016
3. **EXPIRATION DATE OF SERVICES:** [REDACTED]
4. **INVOICE ADDRESS:**
JetBlue Airways Corporation
John F. Kennedy International Airport
Terminal 5
Jamaica, NY 11430
Attn: Station Manager

The subject line in the format as follows:

Service Provided-City-Company Name-Month Year-Invoice

Example: Skycap-BUR-Primeflight-January 2014-Invoice

5. Term

This Agreement shall become effective as it relates to JFK as of the date listed above in Paragraph 2, and shall remain in effect until the date listed in Paragraph 3 ("Term"). This Agreement shall automatically renew for successive one (1) month period(s) until terminated in accordance with the terms of this Agreement.

6. Description of Services

This Agreement includes the following services to be performed at JFK ("Services"):

Skycap Services

1. Business Partner shall provide curbside baggage checking service for JetBlue customers. Business Partner shall do all of the following when performing the services:
 - 1.1. Identify JetBlue customers prior to entering a terminal at JFK
 - 1.2. Remove luggage from vehicles should customers request assistance
 - 1.3. Utilize of JetBlue's Sabre System ("Sabre") to:
 - 1.3.1. Login to JetBlue's system as a Business Partner employee using a unique individual login;
 - 1.3.2. Compare customer government issued identification cards and JetBlue boarding passes to ensure that the name on the boarding pass matches the identification card;
 - 1.3.3. Check seat availability and issue seat assignments, boarding passes, and claim checks to customers;

- 1.3.4. Process any baggage fees collected;
- 1.3.5. Enter the itemized fees and form of payment for every transaction;
- 1.3.6. Ensure that all credit card transactions are conducted "live." Business Partner shall ensure that the card must be swiped, approved, and compared to the customer's ID at the time of the transaction.
- 1.4. Identify and tag all customer bags upon receipt of bag by Customer.
 - 1.4.1. Identify any customers who have previously paid for their bag(s); confirm the amount paid is the correct amount according to JetBlue policy; and charge any additional fees that may be required.
- 1.5. Issue itemized receipt for each collection of fees and give to customer;
- 1.6. All checked baggage to be counted and weighed, with appropriate fees, if any, to be charged to customer(s)
- 1.7. All Baggage, including oversized baggage if applicable, shall be picked up at the ticket counter and shall be dropped off at the appropriate location to be transported to the bag room.
- 1.8. Immediately communicate any wheelchair needs to JetBlue wheelchair business partners service dispatchers;
2. Business Partner shall audit each individual Business Partner employee for a detailed report of all baggage checked for each shift against the baggage fee collections;
 - 1.1. Business Partner shall ensure that all employees are professionally dressed and neatly groomed and shall display the insignia or logo of Business Partner.
3. Business Partner and its employees shall at all times be trained in and have in place JetBlue's local secondary or "backup" process(es), if any, to be immediately implemented should a system malfunction occur, so as to not delay the checkin process or inconvenience any customers, while at the same time performing the Services as set forth in this Agreement.
4. Business Partner shall not do any of the following when performing the Services:
 - 4.1. Charge miscellaneous or incorrect fees;
 - 4.2. Cancel any issued bag tags without approval of a Business Partner supervisor;
 - 4.3. Issue cash refunds without approval of a Business Partner supervisor and an authorization from a JetBlue supervisor or manager;
 - 4.4. Accept cash for any transaction;
 - 4.5. Issue or utilize any carbon copies of credit cards to be billed at a later point
5. If any of Business Partner's employees are found to be collecting any revenues outside of the system, the individual employee will be requested to be removed from JetBlue's baggage checking services.
6. Business Partner shall be responsible for any shortages in baggage fee collection and shall pay to JetBlue any discrepancies in accordance with the payment terms of this Agreement.

Wheelchair Services

1. Business Partner shall provide wheelchair services for JetBlue customers. Business Partner shall do all of the following when performing the services:
 - 1.1. Assist JetBlue customers, whether directed by JetBlue or JetBlue's customer, with wheelchair customers who are:
 - 1.1.1. Identified by JetBlue's Sabre system under their corresponding passenger name record ("PNR") as requiring wheelchair assistance;

- 1.1.2. Walk-Up customers requiring wheelchair services;
- 1.1.3. Planned and unplanned customers requiring transport by wheelchair within JFK;
- 1.1.4. Disabled and require making a flight connection;
- 1.1.5. Require wheelchair transport between gates.
- 1.2. Dispatching Business Partner employees to perform Services,
- 1.3. Coordinating pickups, drop-offs, transfers between JetBlue gates or Airport terminals which will include transferring customers between JetBlue and another airline, and transferring from Business Partner to a different airline's wheelchair business partner.
- 1.4. Staff the proper number of wheelchair employees to perform the Services.
- 1.5. Check on customers who are waiting to board a flight or waiting for ground transportation at least one (1) time every thirty (30) minutes.
- 1.6. Provide any reasonable additional assistance to JetBlue customers, including but not limited to, restroom visits and concession visits.
- 1.7. Transport customers in wheelchairs, or with other disabilities which require assistance, to their final terminal or gate of departure and must "hand off" the customers to personnel of the connecting carrier and ensure that the customers are recognized as needing special assistance.
- 1.8. Assist such customers with luggage to their vehicles, taxi stands, parking shuttle stations, airport transportation areas, and/or rental car stations if needed.
- 1.9. Be professionally dressed and neatly groomed and shall display the insignia or logo of Business Partner.
- 1.10. Business Partner shall provide electronic tracking of all JetBlue wheelchairs at all times.
- 1.11. Business Partner shall track all customer wait times and complaints
2. Business Partner, at its own expense and cost, shall implement and use appropriate processes, whether by technology or other means, to interface with JetBlue's system(s).
 - 2.1. Business Partner shall use this technology in order to prepare for and meet inbound flights with the appropriate amount of wheelchairs and agents to accommodate such flights' wheelchair requests for inbound customers.
 - 2.2. JetBlue has the right to review this technology and process and approve it.
 - 2.3. JetBlue requires Business Partner to have this and provide services with it.
3. Business Partner shall ensure that its employees do not do any of the following:
 - 3.1. Leave any customer at a gate until customer is onboard aircraft unless otherwise directed by JetBlue's General Manager at JFK;
 - 3.2. Push more than one (1) wheelchair at a time, unless otherwise directed by JetBlue;
 - 3.3. Appear to be on cell phones for personal use;
 - 3.4. Sleep or appear to be sleeping in any customer facing area of the JFK;
 - 3.5. Log-in for their shift and be on the clock when the employee is not located at JFK.
4. Wheelchair Data Reporting.
 - 4.1. Business Partner shall provide a daily, weekly, and monthly accounting of all data pertaining to Wheelchair Services in a JetBlue approved format which shall include:
 - 4.1.1. Overtime of all employees;
 - 4.1.2. Offtime of all employees;
 - 4.1.3. Any customer complaints received by Business Partner;
 - 4.1.4. The number of hours worked by employees; and
 - 4.1.5. All customer names that Business Partner assisted in the given period.

- 4.2. JetBlue shall have access to Business Partner's Web system that tracks such information so that reports can be accessed, created, and/or pulled by JetBlue on demand.
- 4.3. In the event of a discrepancy between the data of the Parties, at JetBlue's sole discretion, JetBlue's data regarding the services shall take precedence and Business Partner shall remit to JetBlue any additional fees that would have and/or should have been collected by Business Partner.
5. Business Partner shall provide the following equipment in order to perform the services:
 - 5.1. Wheelchairs

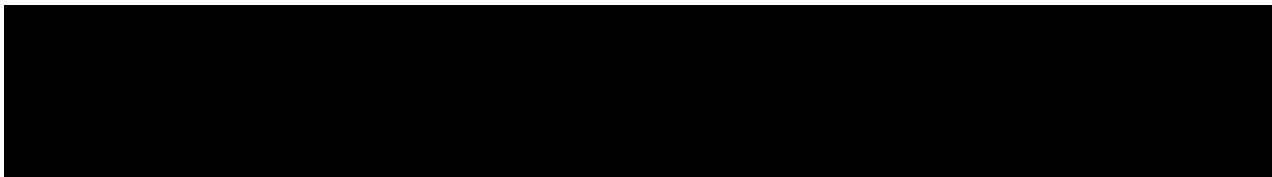
Baggage Handling Services

1. Business Partner shall provide baggage transfer services for JetBlue customers. Business Partner shall do all of the following when performing the services:
 - 1.1. Manage JetBlue's customers' baggage transfers (both domestic and international) at JFK.
 - 1.2. Coordinate baggage movement by preparing and identifying bags needing transfer in the airport operation area of JFK;
 - 1.3. Assist placing customer luggage onto the baggage belts and into the baggage system from behind the check-in counter of JFK.
 - 1.4. Pick up baggage, including oversize bags, at the ticket counter and drop off at the designated location to be transported to the bag room.
2. Business Partner shall ensure that all employees are professionally dressed and neatly groomed and shall display the insignia or logo of Business Partner.

Security Line Services

1. Business Partner agrees to service and supply JetBlue with security line services at JFK. Such services include:
 - 1.1. Maintaining and upholding the integrity of the queue system at each checkpoint. This includes ensuring that those JetBlue customers who are allowed to make use of the expedited travel lanes are provided that service, communicating with the TSA on any JetBlue passenger issues within the security queue and ensuring sanctions are set up appropriately.
 - 1.2. Assisting JetBlue with the FAA carry-on compliance to the 1-1 allowance. This includes removing JetBlue passengers before they enter the queue and get turned away later which may result in D:00 delays. The Business Partner's agents will ensure that if any of JetBlue's customers are removed from the queue to have excess bags checked at the ticket counter are allowed back into the line from where the customer was removed.
 - 1.3. Assisting the TSA with JetBlue customers' movements between checkpoints when wait times exceed the desired limit. Business Partner agrees to cooperate with the TSA.

7. Payment Terms



1. [REDACTED]

- 2.1.
- 2.2.
- 2.3.
- 2.4.
- 2.5.

3.1.

3.2.

5.4.3.

5.4.4.

5.4.5.

6.

6.1.

7.

8. QUARTERLY INCENTIVE BONUS.

8.1.

[REDACTED]

8.2.

[REDACTED]

9.

[REDACTED]

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

- - - - -	X	
JAMES G. PAULSEN, Regional	:	
Director of Region 29 of the	:	
National Labor Relations	:	
Board for and on behalf of	:	15-CV-5338(BMC)
the NATIONAL LABOR RELATIONS	:	
BOARD,	:	
	:	
Petitioner,	:	United States Courthouse
	:	Brooklyn, New York
-against-	:	
	:	
	:	Tuesday, October 11, 2016
	:	10:00 a.m.
PRIMEFLIGHT AVIATION	:	
SERVICES, INC.,	:	
	:	
Respondent	:	
- - - - -	X	

TRANSCRIPT OF CIVIL CAUSE FOR ORDER TO SHOW CAUSE
BEFORE THE HONORABLE BRIAN M. COGAN
UNITED STATES DISTRICT JUDGE

A P P E A R A N C E S:

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APPEARANCES: (Continued.)

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Proceedings recorded by computerized stenography. Transcript
produced by Computer-aided Transcription.

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1 (In open court.)

2 COURTROOM DEPUTY: All rise. The United States
3 District Court for the Eastern District of New York is now in
4 session. The Honorable Brian M. Cogan is now presiding.

5 (Honorable Brian M. Cogan takes the bench.)

6 COURTROOM DEPUTY: Calling civil cause for order to
7 show cause in Docket No. 15-CV-5338, *James G. Paulsen against*
8 *Primeflight Aviation Services, Inc.*

9 Counsel, please note your appearances for the
10 record.

11 MR. FRANCISCO-FITZMAURICE: For the plaintiff,
12 National Labor Relations Board by Brady Francisco-FitzMaurice.

13 Good morning, your Honor.

14 MR. BIRCHFIELD: For the defendant, Primeflight
15 Aviation Services, Inc., Ogletree Deakins by William F.
16 Birchfield.

17 Good morning, your Honor.

18 COURTROOM DEPUTY: Paulsen v. Primeflight Aviation,
19 Inc.

20 Counsel state your appearances for the record.

21 MR. FRANCISCO-FITZMAURICE: Your Honor, Brady
22 Francisco-FitzMaurice for petitioner, Regional Director of
23 Region 29 of the National Labor Relations Board.

24 THE COURT: Who else on that side?

25 MR. GARREN: Brent Garren, Deputy General Counsel,

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1 SEIU Local 32BJ, Amicus.

2 THE COURT: Is Amicus going to want to be heard this
3 morning?

4 MR. GARREN: Yes, Your Honor, we request that --

5 MR. BIRCHFIELD: Frank Birchfield of Ogletree
6 Deakins for Primeflight Aviation Services.

7 THE COURT: Let me hear from the petitioner's side
8 first. I will hear from amicus, but I expect it to be for
9 less time than I'm hearing from petitioner, the NLRB.

10 MR. FRANCISCO-FITZMAURICE: Your Honor, before I
11 begin, I would like to request to reserve a few minutes to
12 respond to any arguments that the respondent might raise.

13

14 THE COURT: Sure.

15 MR. FRANCISCO-FITZMAURICE: Secondly, petitioner
16 calls a motion to try the petition on the basis of affidavits
17 and documentary evidence.

18 THE COURT: Yes.

19 MR. FRANCISCO-FITZMAURICE: If your Honor hasn't
20 already, petitioner requests that the Court grant that motion.

21 THE COURT: Yes, there is no objection to that. Is
22 there?

23 MR. BIRCHFIELD: That's correct, your Honor. No
24 objection.

25 THE COURT: That's granted.

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1 MR. FRANCISCO-FITZMAURICE: Thank you, your Honor.

2 The core of this case is the successorship doctrine
3 laid out in NLRB v. Burns. This court is familiar with the
4 Burns analysis as shown in your Honor's 2012 opinion in the
5 GVS Properties case.

6 THE COURT: Let me ask you this.

7 If I'm understanding the facts right, basically,
8 there's a combination of two businesses of roughly equal size,
9 one of which was unionized and one of which was not. If I
10 assume fungibility of jobs between the two businesses, and I'm
11 not sure that's a valid assumption, but let me assume that's
12 the case, what's the law on that? I mean, the wheelchair
13 division seems to me to be about the same size as the other
14 three divisions that were picked up under the Air Serv
15 contract. So how does that become a Burns successor if two
16 businesses of equal size become one business?

17 MR. FRANCISCO-FITZMAURICE: I think that's a good
18 question, your Honor.

19 Basically, first, to set out where you say basically
20 equal sizes. The key to the Burns analysis is a majority
21 status, and so 50 percent is very different from 51 percent at
22 the outset.

23 Number two, I think that really what you're getting
24 is whether the bargaining unit is appropriate. Here, in very
25 similar situations, the Board and the federal courts have held

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1 that units are appropriate even when they include large groups
2 of unrepresented employees.

3 I point your Honor to a few examples.

4 Irwin Industries was a case before the Board that was enforced
5 in circuit court where a unit of 337 formerly represented
6 employees and 228 previously unrepresented employees were
7 found to be together in the appropriate unit.

8 In addition, Spruce Up Corp., this was a case before
9 the Board that was enforced by the circuit court where a
10 successor took over 19 barber shops that had been represented,
11 and then there were a group of eight unrepresented shops that
12 the Board and the courts found to be appropriate.

13 So basically, your Honor, the fact that there were
14 employees that were previously unrepresented does not pose a
15 problem to the unit here being appropriate.

16 THE COURT: Right. I'm with you on that. But what
17 if it's -- first tell me what are the numbers here? You're
18 giving me majority represented versus minority acquired
19 unrepresented.

20 Is that the case here?

21 MR. FRANCISCO-FITZMAURICE: In the case here, at the
22 outset, the date at which you look at the workforce is key.
23 Supreme Court case law under Fall River Dyeing holds that it's
24 a snapshot. As long as there's a substantial representative
25 compliment of employees, when the union makes its bargaining

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1 demands that's the snapshot in time.

2 So, here, that's when we look at the numbers from
3 May 9th, day one of operations, to May 23rd, the date of the
4 bargaining demand. There was no change in the composition of
5 the workforce; thus, May 23rd is the snapshot.

6 THE COURT: Or May 9th, from your point of view.

7 MR. FRANCISCO-FITZMAURICE: The workforce was the
8 same. So either one really. As of May 23rd, that's when the
9 bargaining demand triggered the snapshot. As of that date,
10 52 percent of the employees were in the non-wheelchair
11 classification. Less than half, 48 percent, were in the
12 wheelchair.

13 THE COURT: Okay.

14 MR. FRANCISCO-FITZMAURICE: And so, your Honor, just
15 to get back to GVS because I know you're familiar with it. In
16 that case -- this is not GVS -- in that case, a local statute
17 required the employer to retain the predecessor's employees.
18 Here, there was no such requirement; the employer voluntarily
19 chose to do so.

20 Nonetheless, respondent's now flouting the law.
21 They chose to hire on a majority of predecessor's employees
22 and they refused to bargain. Petitioner requests interim
23 injunctive relief ordering respondent to recognize and bargain
24 with 32BJ, the union here, and provide information that's
25 relevant to and necessary for bargaining.

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1 I have every reason to believe a board order will
2 eventually issue requiring respondent to do these things;
3 however, your Honor, by that point, it will be too late.

4 Unless the Court issues an injunction today, the
5 employees' suspicion, which has been going on for five months
6 now, that their choice of union is irrelevant will be
7 confirmed.

8 Essentially, the employees section send choose their
9 collective bargaining representative have been without meaning
10 as respondent refuted to recognize their choice. That choice
11 will continue to be ignored for months and perhaps years
12 unless an injunction issues today.

13 THE COURT: Let me ask you this.

14 MR. FRANCISCO-FITZMAURICE: Yes.

15 THE COURT: If I were to find that it's likely that
16 the respondent was not a Burns successor, are any of the
17 actions that you have branded an unfair labor practice? Would
18 they be unfair labor practices? I mean, obviously, there's a
19 different analysis applied to unfair labor practices against a
20 recognized bargaining unit as opposed to a collection of
21 employees that are attempting to organize.

22 MR. FRANCISCO-FITZMAURICE: Understood.

23 Before you, your Honor, in this injunctive
24 proceeding under §10(j), there are two alleged unfair labor
25 practices. One is refusal to recognize and bargain. That is

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1 a violation of Section 8(a)(5) of the Act. The other is a
2 refusal to provide information, Again, a violation of 8(a)(5).
3 Both of those violations turn on whether respondent is a
4 successor under Burns.

5 In the administrative proceeding, there's additional
6 allegations, one of which is a separate allegation independent
7 of §8(a)(1). Basically, a statement that is coercive in its
8 nature. A statement like that does not turn on successorship.

9 But in terms of the §10(j) proceeding before you,
10 your Honor, Burns is the issue, successorship.

11 On that issue, all petitioner needs to show is
12 reasonable cause. As your Honor knows, it's two-prong
13 analysis. One is the reasonable cause to believe that unfair
14 labor practices were committed. And two, is it just and
15 proper to issue interim relief?

16 On question number one, there is more than
17 reasonable cause. The evidence shows that on all three of the
18 elements of the Burns successorship analysis have been made.

19 Just to walk through those. Number one, it's beyond
20 dispute that there's substantial continuity between respondent
21 and the predecessor, Air Serv. Air Serv here was providing
22 the terminal services in Terminal 5 at JFK Airport. They
23 didn't provide all of the terminal services. What they did
24 was the curbside skycap baggage services. The baggage
25 services within the terminal itself, and also the -- I'm

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1 sorry -- the line queue services. Basically, they are the
2 people who help to make sure you get through TSA and wait in
3 the appropriate line.

4 THE COURT: You know, I know what two out of those
5 three are, but when you talked about the baggage services,
6 you're not talking about baggage handling, you're talking
7 about, like, when you show up at the carousel and you can't
8 find your bags, and there's a little office in there, and you
9 go in there and complain.

10 Is that what they do?

11 MR. FRANCISCO-FITZMAURICE: They do a couple
12 different things. They keep an eye, basically, there's two
13 points of entry and egress; right? The bags have to get from
14 your hands on to the plane and back again. When they leave
15 your hands and go on to the belt and go towards the plane, the
16 baggage handlers are there to make sure that whatever you're
17 putting on the belt is appropriate and can be there. They
18 help to make sure that oversized baggage gets brought to TSA
19 and checked in the appropriate ways. And then the other way
20 as well. The baggage handlers check the line carrouseles and
21 the carrouseles are clean and don't get tripped up. So,
22 essentially, that's what the baggage handlers are doing.

23 Just to note, the skycaps at the curb also work with
24 bags as well, but it's a different work classification.

25 Essentially, Air Serv was doing all those things.

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1 The one thing they weren't doing was wheelchair services.
2 Air Serv had done that in the past; however, they lost the
3 contract to a company called PAX Assist. PAX Assist was
4 providing the wheelchair services at the time that Primeflight
5 responded, won the contract for all types of terminal
6 services.

7 THE COURT: How fungible are the three
8 classifications that Air Serv was providing within each other?
9 Were the employees transferred from one to another frequently?

10 MR. FRANCISCO-FITZMAURICE: Your Honor, I couldn't
11 say exactly how frequently; however, I do have evidence
12 showing that there is fungibility there.

13 In particular, at least under Primeflight,
14 wheelchair employees are asked to do baggage work, and baggage
15 employees are asked to do wheelchair work. This is another
16 factor that weighs in favor of finding the unit to be
17 appropriate as an all-employee unit.

18 It is worth noting that the recognition agreement
19 that Air Serv executed with the unit defined the bargaining
20 unit as all of Air Serv's employees at the three airports in
21 New York. For that reason, when the unit first responded with
22 a request for recognition, they requested recognition for all
23 employees.

24 THE COURT: Okay.

25 MR. FRANCISCO-FITZMAURICE: So, your Honor, there is

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1 continuity. And in addition to your fungibility question,
2 there is evidence in the record that wheelchair employees for
3 Air Serv were hired by Primeflight to do work other than
4 wheelchair work and vice versa.

5 Essentially, the training to do these tasks is not
6 all that extensive, and if you've been in the airport watching
7 people do the various work, most people are going to be able
8 to do other classifications of work. So substantial
9 continuity is meant there were no big changes that respondent
10 implemented. They admitted in their answer in the
11 administrative proceedings that they basically continued
12 Air Serv's operations with almost no change. The only change
13 is that they brought wheelchair services in. That's not going
14 to disrupt the substantial continuity.

15 The second point is that on the date of the
16 snapshot, May 23rd, more than half of the employees had
17 previously worked for Air Serv. Respondent admits during the
18 investigation that 52 percent of its employees had come from
19 Air Serv. The majority analysis doesn't require 70, 80, some
20 overwhelming majority, all it requires is a majority.

21 Finally, number three, the unit remains appropriate
22 and I think we've already discussed that.

23 THE COURT: Okay.

24 MR. FRANCISCO-FITZMAURICE: Your Honor, just to
25 point out a couple of facts that I think are highly relevant

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1 to the analysis. We've talked about what happened before
2 May 9th. Air Serv was there, Air Serv was doing the work in
3 the terminal. As of May 9th, respondent came in. This was a
4 seamless interruption. Under their contract with JetBlue,
5 they were required to provide all the terminal services in
6 Terminal 5 beginning May 9th.

7 As of that date, they were at full operation, they
8 don't dispute that. If they were not in full operation, then
9 they would be in breach of their contract. They were the only
10 ones providing the services and they hired 362 people to do
11 that. From that date, for a period of two weeks, they didn't
12 change their workforce at all. As of May 23rd, the union made
13 its demand and it was only at that point, actually, three days
14 after that point, that respondent resumed hiring. Anything
15 that respondent did after May 23rd does not enter into the
16 analysis. May 23rd is the triggering date.

17 One more point of view law on the appropriate unit
18 issue, your Honor. The single facility wall-to-wall unit is
19 presumptively relevant. That's board law and it's been
20 enforced in the federal courts quickly. There's a presumption
21 raised that this group of employees shares a community of
22 interest. That presumption has not been rebutted here. And,
23 in fact, the evidence showing that there's fungibility between
24 the classifications just supports that community of interest.

25 So, for all these reasons, petitioner presents

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1 reasonable cause that respondent is a Burns successor.

2 I will move on to the just and proper prong of the
3 analysis.

4 The Second Circuit has held in Hoffman v. Inn
5 Credible Caterers in the context of successor employees who
6 can damage employees confidence in preexisting unions by
7 simply failing to recognize them until after they've hired an
8 alternative non-union workforce. There is a pressing need to
9 preserve the status quo while the board's final decision is
10 made. That's exactly the type of irreparable harm that the
11 evidence shows that exists here.

12 THE COURT: The problem with these cases is always
13 that what you call, what the Board calls, "the preservation of
14 the status quo," is actually a complete victory, right? I
15 mean, if I go ahead and I issue this injunction today, it
16 seems highly unlikely that any other arrangement is going to
17 ever be made.

18 MR. FRANCISCO-FITZMAURICE: Your Honor,
19 respectfully, I have to disagree. If you issue an injunction
20 today, the parties will be required to bargain. They may or
21 they may not reach an agreement. The Act does not require
22 that they reach an agreement only that they bargain in good
23 faith. If they do reach an agreement, they're free to insert
24 in that agreement a provision stating, should the Board order
25 disagree with your Honor's injunction the agreement is null

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1 and void.

2 THE COURT: Okay.

3 MR. FRANCISCO-FITZMAURICE: Thus, there's really no
4 risk of harm to respondent. And against, that you have to
5 weigh their irreparable harm to the employees who selected
6 their union in the past. Over five months, respondents in
7 there have been without a collective bargaining representative
8 and they will not have one going into the future until a board
9 order finally issues.

10 THE COURT: You think I could issue an order
11 requiring them to negotiate towards an agreement with the
12 proviso that any agreement reached will preserve their rights
13 in the manner that you've just outlined?

14 MR. FRANCISCO-FITZMAURICE: Your Honor, if I'm
15 understanding your question correctly, I don't think there
16 would be any need for that proviso because that's what the Act
17 provides under the law.

18 If your Honor -- what sort of language did your
19 Honor propose?

20 THE COURT: I can see a negotiation where the union
21 could require them to give up their right to challenge
22 recognition; right? In other words, that could be a term on
23 the table. And I'm wondering if I could require a condition
24 of the injunction that the union not require such a term.

25 MR. FRANCISCO-FITZMAURICE: Your Honor, I don't

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1 believe that that sort of term would qualify as mandatory
2 under collective bargaining, and thus, there would be no
3 argument that the parties will bargain over to.

4 Thus, that is not going to insert some sort of
5 untoward leverage into the negotiations. All that the
6 injunction would do would be to level the playing field to
7 what it was before the unfair labor practice before the
8 refusal to recognize.

9 Now, your Honor, the evidence in this case shows
10 that the unfair labor practices have, in fact, had this
11 chilling effect on employee support for the union. And
12 employee support for the union that they chose as their
13 collective bargaining representative. An employee gave an
14 affidavit which he stated employee support for the union is
15 now low because the union hasn't done anything to help
16 employees.

17 THE COURT: I know that hearsay is admissible in the
18 proceedings before the Board, but some of those affidavits are
19 pretty speculative, aren't they? They're opinion, they don't
20 really tie it to any kind of sampling. They're just someone
21 saying, Well, I've heard things that support for unionization
22 is eroding as a result of this, basically.

23 MR. FRANCISCO-FITZMAURICE: Your Honor, I understand
24 what you're saying; however, let me point out this. That
25 employee expressed her own personal frustration that she had

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1 heard rumors that her hours would be cut. That her work
2 schedule would be changed.

3 Subsequently, since then, there has been a new
4 charge, and an amended complaint issued by the Board,
5 supported by evidence that respondent did, in fact, implement
6 unilateral changes without bargaining.

7 The evidence in support of those allegations shows
8 that hours were cut across the board. Respondent truly
9 doesn't contest and admits that at least among the wheelchair
10 employees, which is a big group as you know, the hours have
11 been cut ten percent across the board. Employees' days off
12 have been changed and some employees just can't get to work on
13 certain days and aren't going to be able to come to work under
14 those terms.

15 These are the types of terms that a union is voted
16 in by the employees to bargain over. And here the employees
17 don't have that bargaining representative.

18 So while I hear you that there is some amount of
19 hearsay evidence there, subsequent facts have confirmed those
20 suspicions and shown a very concrete harm that's being done to
21 the employees.

22 In addition, the employee evidence, you know,
23 there's an affidavit from a union organizer explaining that
24 support has waned. Individuals that he knew to be -- which is
25 quite concrete -- individuals that he knew to be strong

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1 supporters previously now tell him they don't want anything to
2 do with the union.

3 These are all the sorts of harms that Hoffman
4 highlighted. The only way to preserve the status quo is to
5 reserve the bargaining power that existed before the refusal
6 to recognize.

7 For these reasons, interim injunctive relief is just
8 and proper.

9 Your Honor, I'm not sure how to proceed on this
10 point. I understand that respondent is raising the board's
11 jurisdiction. I don't think that there's much to discuss
12 here, but if you'd like the petitioner's position on it, I'm
13 happy to provide it.

14 THE COURT: You might as well save that for your
15 rebuttal because I have questions for the respondent on that.

16 MR. FRANCISCO-FITZMAURICE: All right. Very good.
17 Thank you, your Honor.

18 THE COURT: Anything from the union?

19 MR. GARREN: Your Honor, I would speak on the
20 question of jurisdiction. So if it makes sense to you, I'm
21 happy to wait until after you speak to the respondent.

22 THE COURT: Please. Let me ask the respondent
23 because I take it, based on your submissions, most of your
24 point goes to jurisdiction and I think you've got a pretty
25 heavy burden on that. You've got this "Bags Case" from the

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1 National Mediation Board which makes it sound like they don't
2 really want to be involved in this kind of dispute. You can
3 point to some pretty fine distinctions between your contract
4 and the bags contract with Delta and Alaska, but it's fairly
5 close.

6 These are ancillary services and, yes, there's some
7 indicia of control between the airline and the service
8 provider, but the ones that the NMB really didn't want in the
9 "Bags Case" are not that different from the ones you've got
10 here.

11 MR. BIRCHFIELD: Your Honor, my reading of the "Bags
12 Case" is it really turned on carrier control. And we talked
13 about bags providing some of the equipment. If you look at
14 all indicia of carrier control that we put forth in the
15 memorandum. Primeflight has no physical space of its own.
16 Everything they do is subject to audit and checking by the
17 JetBlue. JetBlue retains approval control of almost
18 everything they do. JetBlue provides all their equipment
19 which was not true in the "Bags Case." I think when you
20 really compare the weight of the control by JetBlue of what
21 Primeflight does at JFK versus the control exercised over the
22 bags contractor, it's very different.

23 And I think when you look at the policy behind the
24 RLA, if Primeflight were to get struck, for example, those
25 crafts and classifications that they have as their employees

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1 are recognized many times over by the NMB as being the crafts
2 classification traditionally employed those services performed
3 by common carriers. And if Primeflight were to be struck, at
4 least in the short term, that would effectively shut down
5 JetBlue. No baggage gets handled. There are many wheelchair
6 passengers these days who are not going to be ferried to the
7 gate the way they need to be. The line monitors for TSA
8 checkpoints. All of that is going to be stopped and JetBlue
9 is not going to be able to proceed with its operations.

10 THE COURT: That was also true in the "Bags Case,"
11 right?

12 MR. BIRCHFIELD: It's true in the "Bags Case" in
13 terms of the services performed by the employees but when you
14 get to the level of carrier control, JetBlue is really is
15 responsible for controlling so much of what Primeflight does
16 at JFK. As I was reading through it, I was very surprised
17 that an employer would cede that level of control to its
18 overcontractor and it did.

19 If you look through the General Terms Agreement, and
20 you look through the Statement of Work that was provided, the
21 level of control exercised, in my experience, contractors
22 typically don't have their fingers dug into that deeply.

23 THE COURT: How does the issue get teed up? You're
24 arguing essentially in the administrative proceeding that's
25 going to happen, I guess, in the next week that there's no

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1 jurisdiction. That's what you're going to argue to the
2 administrative judge essentially.

3 MR. BIRCHFIELD: Yes, Your Honor, that's correct.

4 THE COURT: If he agrees with you, he dismisses the
5 proceeding; right?

6 MR. BIRCHFIELD: That's correct, your Honor.

7 THE COURT: There's no occasion for you to go to the
8 NMB and ask it to assert jurisdiction over this matter.

9 MR. BIRCHFIELD: At this point, there would not be.
10 Let me correct what I just said, your Honor.

11 I don't believe the ALJ would dismiss it. I imagine
12 he would take it under advisement and go ahead and take all
13 the evidence on the successorship issue as well for
14 efficiency's sake.

15 THE COURT: Right. Okay. I preempted you, but I'll
16 hear any other jurisdictional point you want to make. Like I
17 said, your main argument is jurisdictional; right?

18 MR. BIRCHFIELD: That's correct. The majority test
19 is a very, very important issue here. When you look at
20 Matthew Berry's uncontradicted affidavit in terms of what the
21 business planning was.

22 THE COURT: Right. Is there any authority for
23 picking a date other than either day one or the demand date or
24 the test date as to the number of employees?

25 MR. BIRCHFIELD: Yes, Your Honor. If you look at

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1 Fall River, what they're saying is that you have to separate
2 their demand for recognition from the employer's operations
3 are doing. And if a particular period of time that the
4 employer can point to that elapses before it has its full
5 compliment of employees, you can go past the recognition
6 demand.

7 It really depends on all those factors listed in
8 terms of how long it's expected to take, what the operations
9 look like, when the decision was made by the employer about
10 what the substantial complement had to be.

11 THE COURT: Was there anything that ties it solely
12 to a business plan as opposed to an actual manifestation
13 because that's really what you're saying, isn't it? You're
14 saying we ought to look at what you are planning in the early
15 stages and tie it to that plan. And, by the way, it doesn't
16 even look like that plan is what actually happened.

17 MR. BIRCHFIELD: Your Honor, Mr. Berry would -- I
18 think his testimony would be that the relative certainty of
19 the employer's expected expansion is listed in Fall River.
20 The employer's put in evidence of the certainty of that. As I
21 think Mr. Berry would say, his affidavit essentially reflects,
22 that they realized very quickly that they had underanticipated
23 what they needed to provide to JetBlue.

24 They began operations on May 9th, and they
25 immediately know we have to staff up much, much, much larger

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1 on wheelchair attendants, and we're going to have to go up to
2 500 employees to accommodate the need. That's two weeks
3 before the demand comes in.

4 THE COURT: Wouldn't it have been smarter for your
5 client to simply overstaff the wheelchair division on day one
6 and kept it 52-48 in favor of wheelchair for as long as it
7 took until you got a union demand?

8 MR. BIRCHFIELD: Well, your Honor, Primeflight
9 wasn't looking at the majority issue in terms of represented
10 and unrepresented.

11 THE COURT: Why not? That's point.

12 MR. BIRCHFIELD: They were simply looking at what we
13 need to do operationally. There's also a matter of
14 availability. They inherited a certain number of employees
15 from PAX Assist who provided the wheelchair attendants.
16 PAX Assist had been providing that service, and so the
17 subcontractor in that situation, Primeflight, is having to
18 make sort of a sliding scale determination about if we
19 overhire, we're committed for those wages and benefits. If we
20 underhire, we're going to have to make some substantial
21 modifications on the fly once we open up operations.

22 THE COURT: One of the points I made in the case
23 that your adversary cited was that being a Burns successor is
24 a matter of choice, and avoiding being a Burns successor is a
25 matter of choice as well.

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1 And it may, in fact, be that you might have hired
2 more people for the wheelchair division than you needed, and
3 maybe those people would have shown up for work and have been
4 told, go home, but we'll pay you and that would have been an
5 additional expense that you would have had to incur, but at
6 least it might have cost you less to do that than to have to
7 face union recognition because you only have 48 percent of
8 your employees in the wheelchair division.

9 MR. BIRCHFIELD: Your Honor, couple of key points on
10 that.

11 Primeflight, if this were an evidentiary hearing, I
12 would be able to elicit testimony to show that Primeflight had
13 no idea that SEIU 32BJ was going to make a demand. They did
14 not know that when they took over the Air Serv employees they
15 were inheriting a group of employees who had been previously
16 been represented. There was no collective bargaining
17 agreement. This is the fact, your Honor: Primeflight was
18 unaware that they were taking over an unrepresented unit until
19 they got the demand for recognition from SEIU on May 23rd.

20 THE COURT: That's kind of a failure of due
21 diligence, isn't it?

22 MR. BIRCHFIELD: The way that this bidding
23 process -- it wasn't sort of an asset purchase. There wasn't
24 a situation where Air Serv has to explain, here's our
25 business, here's what you're inheriting. Air Serv leaves,

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1 Primeflight bids on the service and comes in and begins
2 providing the service.

3 THE COURT: Okay. I mean, I'm not enough of a
4 contract lawyer to say that that's a missed call, but it does
5 seem to me like that's something that someone who is acquiring
6 a contract would want to know if they're acquiring a number of
7 employees who had been providing services previously whether
8 they're unionized or not.

9 MR. BIRCHFIELD: Yes, Your Honor.

10 The second factor I would point out there is that
11 even if Primeflight is aware that SEIU 32BJ may make a claim
12 for recognition, I don't think it's a situation where you say,
13 well, we hire a bunch of people who we have to pay and provide
14 benefits to so that you can avoid having a relationship with
15 this union. There's a big cost to every single employee that
16 you bring in.

17 THE COURT: If it's 90/10, obviously, you're right.
18 But if it's 52/48 I'm not sure the costs -- look, I'm just
19 speculating on the business drivers that might have been at
20 play here, so it's not technically relevant to the issues
21 before me. It's just that it struck me that it's so close on
22 the Burns successor issue that other things have been might be
23 done by the employer had it wanted to protect itself from
24 being saddled with Burns successor liability.

25 MR. BIRCHFIELD: Yes, Your Honor. I see what you're

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1 saying. I just think that when you looked at the hiring
2 decisions that were made out to the end of June, you see such
3 a number of people being brought and that they overshoot so
4 much what a majority would require. It really by common sense
5 links much more to the fact that they needed to add those
6 wheelchair attendants than anything else.

7 If I could add one thing on jurisdiction, your
8 Honor. I was noting a few arguments that Amicus had made, and
9 I think two concepts are getting conflated here that need to
10 be separated.

11 Chevron deference was discussed in some detail, and
12 in this case there's no NLRB decision on this unit. There is
13 no Chevron deference because NLRB has not weighed in on this
14 question. NLRB regional personnel are seeking deference under
15 a §10(j) standard for the things that they applied their
16 expertise to, the things they anticipate would happen in an
17 unfavorable labor practice hearing.

18 THE COURT: I'm sorry, I'm not quite getting that
19 point. Say that again.

20 MR. BIRCHFIELD: There's a question under
21 jurisdiction of whether the NLRB personnel, Region 29, should
22 receive deference in their assertion that jurisdiction is
23 proper under the National Labor Relations Act.

24 THE COURT: Right.

25 MR. BIRCHFIELD: I think part of the argument that

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1 was offered by SEIU here was that it's Chevron deference. But
2 Chevron applies when the agency has actually made a decision
3 on this particular factual situation.

4 In this case, the NLRB has not weighed in on the
5 question that we're talking about. They certainly addressed
6 similar cases involving other contractors of common carriers,
7 but as I said before, I think our case is different on the
8 factors involved in terms of the carrier's control.

9 THE COURT: Doesn't the fact that they are here mean
10 that they're taking a position?

11 MR. BIRCHFIELD: Regional personnel are taking a
12 position. I don't think Chevron extends to the regional
13 office making an assertion to a federal court for a
14 preliminary injunction. I think they have to rely on §10(j)
15 deference. Which is why the Dwyer decision is so important in
16 terms of saying, look, this is a pure legal question. The
17 facts are not in dispute here in terms of the types of crafts
18 and classifications at issue. It's really just a matter of
19 asking the federal district judge to look at this and say, out
20 of these statutory schemes, which one seems like the one
21 that's most likely to apply?

22 In this case, neither administrative body, NMB or
23 NLRB, has issued an official order on the subject.

24 THE COURT: Well, if it's not Chevron deference,
25 isn't it Skidmore deference?

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1 MR. BIRCHFIELD: I'm sorry, your Honor, Skidmore
2 deference I'm not familiar with.

3 THE COURT: It's a lower level of deference, but
4 it's the agency looking at its own jurisdiction and deciding
5 in this particular case, we believe we have jurisdiction and
6 that's worth something.

7 MR. BIRCHFIELD: I think SEIU captured it in their
8 brief when they said the NLRB has as much authority to draw a
9 line as the NMB. That's at Page 7 of the brief, and I think
10 that's absolutely right.

11 THE COURT: Right. If you gave me authority from
12 the NMB asserting jurisdiction, then I'd say we have two
13 agencies effectively cancelling each other out. But the
14 authority you've given me from the NMB is rather -- we'll call
15 it "venerable," to say it nicely. It's older. The more
16 recent cases seem to suggest that the NMB is backing off
17 getting involved in these kinds of ancillary service matters.

18 MR. BIRCHFIELD: Your Honor, I think that going back
19 to the first part of what you just said. I think the problem
20 with that is it just creates a race to the courthouse between
21 the two agencies. Whoever gets there first is going to say,
22 well, I get deference, you should recognize that I get to have
23 jurisdiction. And I think that we need more order in terms
24 what the statutory schemes lay out.

25 THE COURT: It comes back to, do you have the

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1 ability to go to the NMB and ask it to assert jurisdiction
2 over this matter?

3 MR. BIRCHFIELD: Your Honor, at this point, with
4 these proceedings the way that they are, I don't believe that
5 we do.

6 THE COURT: Is that practically or legally?

7 MR. BIRCHFIELD: Practically. I don't see how we
8 could achieve that in the timeframe that has transpired here.

9 THE COURT: Right. I find it, you know, most of the
10 time federal agencies don't take a position that they don't
11 have jurisdiction. Federal agencies generally say we do have
12 jurisdiction. And when the NMB decides to sit on the
13 sidelines, as it is here, not even appearing as Amicus. Not
14 even, as far as I can tell, talking to the NLRB and saying,
15 really, this one is ours. Then that kind of suggests,
16 consistent with the more recent cases, that it does not
17 believe that it does have jurisdiction here.

18 MR. BIRCHFIELD: Your Honor, I feel if all --

19 THE COURT: You think I'm reading too much into it?

20 MR. BIRCHFIELD: I think that's reading too much
21 into the situation. I don't think that they have really had
22 an opportunity to speak or to weigh in on this.

23 THE COURT: That may be.

24 MR. BIRCHFIELD: I think what we have seen in recent
25 years is the NLRB finding ways to expand its jurisdiction and

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1 to extend itself to as many employees as possible whether
2 that's a wise policy for them, that's not my place to say.

3 What I do know is that with these employees, they
4 fall within the policy enunciated by Congress and enacting the
5 Railway Labor Act. If they strike, it's going to have a
6 devastating impact on JetBlue at least for some period of time
7 until the carrier can get up on those classifications and
8 provide the service itself or take some other action to
9 resolve the situation.

10 I did want to make a note about an issue that you
11 brought up with petitioner's counsel in terms of whether this
12 is a just a bargaining issue, or whether there is some issue,
13 some other issue.

14 And I think petitioner's counsel said there is no
15 risk of harm to respondent here. But then I think as the
16 argument developed, I think it became clear that there is a
17 risk of harm. The union has continued to file charges
18 alleging unilateral changes in the way that respondent is
19 conducting its business. When JetBlue says, we're not going
20 justify this level of wheelchair attendance, Primeflight
21 reduces the number of them.

22 What they're going to be seeking in the hearing next
23 week is to return to the status quo. You have to employ this
24 many people no matter what it does because we're reimbursing
25 you. There is very real harm here. It's not really asked for

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1 with respect to the injunction that I believe your Honor has
2 been asked to issue, but the back end of this is going to be
3 the union saying you can't operate your business and can
4 change things in any way until you reach some kind of an
5 accommodation with us.

6 THE COURT: Yes. That's why I'm playing with some
7 concepts of an injunction that would carve out some
8 protections for the employer and any agreement that might be
9 reached and not give complete leverage to the union in forcing
10 the employer to absorb expenses that might be foisted upon it
11 by JetBlue. This is just a thought in formation, so I can't
12 tell you that I've arrived at anything, but it's something
13 that the parties may want to consider because I'm not
14 convinced that what the NLRB is calling "a status quo
15 injunction" is not a status quo injunction to by throwing the
16 negotiations into the collective bargaining mode. It does
17 shift the balance of leverage in favor of the union by
18 requiring recognition. But, like I say, I have not formed any
19 conclusions on whether that's even possible. It's just
20 something I'm thinking about. All right.

21 Anything further?

22 MR. BIRCHFIELD: Just further that last point that
23 your Honor made. I could see -- I strongly feel that an
24 injunction is not proper, but I could see that if your Honor
25 determined that an injunction was proper, and that if you

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1 wanted to provide some type of protection for respondent,
2 perhaps allowing respondent -- respondent is ordered to do the
3 ordinary §10(j) recognition and bargaining if your Honor
4 elects to go that way. But perhaps respondent retains the
5 ability to operate its business as it has since May 9th until
6 such time that they an agreement.

7 THE COURT: That's would be a little too employer
8 protective, I think. I'm looking for something in the middle
9 if that's at all possible.

10 MR. BIRCHFIELD: Perhaps to the extent that the
11 employer could demonstrate JetBlue had required it to do
12 something, or imposed a requirement on it. That would be just
13 an escape valve for that steam of, you know, this being
14 imposed on them based on the question that they entered.

15 THE COURT: Perhaps. Okay.

16 MR. BIRCHFIELD: Thank you, your Honor.

17 THE COURT: Look, the strongest argument that the
18 respondent has here on the jurisdictional point is that if
19 there's a strike, the airlines shut down. That's a fact, and
20 that's what the RLA is meant to provide. It's a
21 carrier-protective statute, and that's the kind of thing the
22 NMB is supposed to have jurisdiction to do.

23 So we can fine tune the "Bags Case" and say what
24 factors will make the relationship between the carrier and the
25 service provider close enough so that this triggers NMB

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1 jurisdiction. But the practicality of the situation is that
2 the RLA is supposed to dictate the terms under which there's
3 going to be a carrier affectation due to a labor situation and
4 we have it here. I don't think there's any question about
5 that, right?

6 MR. GARREN: May I be heard?

7 THE COURT: Sure.

8 MR. GARREN: So, your Honor, I think what
9 respondent's argument has done, and what your question raises,
10 conflates the function test and the control test.

11 If you remember in the discussion in the briefs, all
12 parties agree that the NMB standard adopted by the NLRB says
13 you have to meet two things for RLA jurisdiction: Has to be
14 work traditionally performed by the airlines called the
15 functions test and airline control.

16 Every company that meets the function test, a strike
17 will affect the airlines. That's the nature of the function
18 test. So what respondent is asking you to do is disregard the
19 control test.

20 THE COURT: But the functions test, you can affect
21 the function in various ways. You can affect the function a
22 little bit. You can cause some inconvenience. You can cause
23 delay in the issuing of tickets. You can cause deferral of
24 collection of revenues. But what we're talking about here is
25 a shut down.

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1 MR. GARREN: But, your Honor, I suggest that is true
2 of every one of these cases. The "Airway Case" which
3 Allied Aviation as airway decided by the NMB and adopted by
4 the NLRB, involved cabin cleaners who do security searches.
5 You can't fly a plane without the cabin being cleaned, the
6 toilet seats being cleaned, and the security searches which
7 are required by the TSA. It's illegal to fly then.

8 THE COURT: Right, that's true.

9 MR. GARREN: You can't fly passengers and leave
10 their bags which is the "Bags Case." The "Airport Services
11 Case" involved security workers, people who did cargo loading
12 and unloading. Cargo planes can't fly if there's no cargo in
13 them. Every one of these cases that's the purpose of the
14 function test.

15 THE COURT: I take your point.

16 MR. GARREN: May I speak to other issues here or do
17 you want me to --

18 THE COURT: Yes. Go ahead.

19 MR. GARREN: So there are couple of points I want to
20 make.

21 One, the employer argues that this is a pure legal
22 question and that's entirely wrong. What we're talking about
23 is the application of a clear legal standard. The application
24 of facts to that standard, and he presented his version of the
25 facts and made that argument that the facts here suggest that

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1 there's airline control.

2 I think that's a complete misreading of the facts as
3 we argued in our document, but that's what's before you is the
4 application of law to facts. And, again, as we cited in our
5 brief, the Second Circuit has said that's exactly the kind of
6 case where most deference is owed to the agency.

7 The other point I'd just like to make on the facts
8 is, again, the respondent argued, well, this is different from
9 "Bags" because JetBlue provides the equipment and the supplies
10 and the premises. And I just point out that in the contract
11 attached to their submission at Paragraph 9.1, it says
12 "Business partner," meaning, Primeflight, "shall, at its sole
13 cost and expense, furnish all labor, supervision, equipment,
14 facilities, materials, and supplies and other requisites
15 necessary for the proper performance of the services at each
16 airport."

17 And then there's nothing in the document that says,
18 oh, but we're changing that and JetBlue will provide this
19 equipment and that equipment.

20 My point is not -- my point is that it's the
21 agency's job and to which you should show §10(j) deference to
22 decide how important how much weight to put on this clear
23 statement in the contract versus the very general, and we
24 think, not very weighty system but that weigh-in is for the
25 agency under the §10(j) standard.

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1 And the last thing I would just say is I think that
2 the Dobbs House case the Sixth Circuit has examined this.
3 It's the only appellate court decision on point, and it is the
4 facts in Dobbs House show far greater airline control than
5 anything that is put forward in Primeflight. And the
6 Sixth Circuit decided there was no airline control and the
7 NLRB had decided that correctly.

8 THE COURT: Okay. Thank you. Yes, something else?

9 MR. FRANCISCO-FITZMAURICE: Thank you, your Honor.

10 THE COURT: Briefly, please.

11 MR. FRANCISCO-FITZMAURICE: Of course.

12 Just a few points in response to the jurisdictional
13 arguments that have been presented. I would just like to
14 point that the Supreme Court has said administrators and
15 reviewing courts must take care to assure the exemptions from
16 NLRB coverage are not expansively interpreted as to deny
17 protection of workers the Act is designed to reach. That's
18 the Holly Farms v. NLRB case from 1996.

19 And subsequently, in one of these board cases, I
20 believe it was Air Serv, Member Miscimarra of the board, in
21 his concurrence, it was a unanimous decision, asserting NLRB
22 jurisdiction. Failure to assert jurisdiction in the face of
23 the NMB's decision would leave the employer subject to neither
24 statute and damning the employer and its employees to a
25 jurisdictional No Man's Land. That's exactly what we're

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1 dealing with here, and that's exactly why the Board has
2 asserted jurisdiction.

3 In case after case the Board has referred cases to
4 the NMB and said, Is this RLA jurisdiction? And the NMB has
5 sent these cases back and said repeatedly, no, this is not
6 RLA. At that point, the NLRB decided to assert jurisdiction.

7 So, your Honor, this is not case where two agencies
8 are fighting over jurisdiction. We're simply filling the need
9 that the NMB has not filled, and doing it reasonably in light
10 of the control test.

11 I would just like to point out a few of the facts
12 that support NLRB jurisdiction under the control test.

13 Respondent asserted that Matthew Berry's affidavit,
14 uncontradicted, that's simply not the case. If you take a
15 look at the terms agreement and the Statement of Work that
16 respondent provided to your Honor there are a number of
17 elements that are uncontradicted.

18 I'm going to focus on the personnel decisions
19 because the Board in Allied Aviation stated that personnel
20 decisions are the focus of the test. This means the
21 day-to-day labor relations -- hiring, firing, disciplining,
22 supervising employees. As to these factors, these agreements
23 are silent as to hiring. The evidence is shows that
24 Primeflight does the hiring. Employees are hired by
25 Primeflight representatives, not those of JetBlue.

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1 As for termination, there is no provision allowing
2 JetBlue to recommend that an employee be terminated. There's
3 no provision allowing JetBlue to recommend an employee be
4 disciplined.

5 The only language that could be construed in that
6 way is a very narrow one. The language is, If any of the
7 business, partners, employees are found to be collecting
8 revenues outside of the system, the individual employee will
9 be requested to be removed from JetBlue's baggage checking
10 services. This is found in the Statement of Work under
11 Skycap: Paragraph 5. It only applies to skycap workers, only
12 that one classification.

13 JetBlue has the right to request an employee be
14 removed from baggage, not to be terminated. And only for the
15 reason of accepting cash payments. If you compare that to all
16 the other cases: Menses, Airway, Bags, Aeroport all those NMB
17 cases.

18 In those case cases, the airline had the right to
19 request that the employee be removed from the account entirely
20 and the NMB still found that it lacked jurisdiction under the
21 RLA.

22 Dobbs House, as the union has raised, is also highly
23 relevant. This is a circuit court decision. In this case,
24 there were very highly specific requirements that the
25 contractor had to provide to the air carrier. Specific menus

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1 it had to prepare in his catering service, and all of that the
2 Sixth Circuit found was insufficient by control.

3 Basically, what we need to look at here is the
4 day-to-day. Who is operating labor relations? The fact is
5 respondent is doing that. If JetBlue cared to oversee its
6 labor relations, it would do so and it would not need
7 respondent. That's why it brought respondent in and that's
8 why it refers to respondent as an independent contractor.

9 One final point I draw your attention to in the
10 documents provided by respondent. Section 22.5 of the Master
11 Terms, the relationship between JetBlue and Primeflight is
12 independent contractors and not agents, employees, partners,
13 joint venturers and cooperative business arrangement. Neither
14 party shall have the power or authority to bind the other
15 party in any manner whatsoever.

16 THE COURT: Okay. Look, there are a lot of reasons
17 why it's structured as an independent contractor relationship.
18 They're very obvious and people do that all the time. The
19 question is the economic reality of the relationship and the
20 label is worth something. I mean, it shows what the parties
21 expressed it as legally. It's not necessarily determinative,
22 but there's a lot of evidence before me as to how it actually
23 works as well so I will take that into account along with all
24 the other factors.

25 MR. BIRCHFIELD: Yes, Your Honor.

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1 MR. FRANCISCO-FITZMAURICE: On that very fine point,
2 there is no evidence that any individual employees being
3 terminated or hired because of JetBlue's recommendation. That
4 sort of evidence is going to come to light in the ALJ hearing,
5 if any exists. But it's really not appropriate to be airing
6 it at this time. This is just about the injunction and
7 whether your Honor has reasonable cause to believe that an
8 unfair labor practice has issued and whether the Board has
9 jurisdiction. Petitioner asserts that we do have jurisdiction
10 and recent is an a Burns successor.

11 THE COURT: All right. Thank you.

12 MR. GARREN: Could I just be heard on one other
13 point your Honor.

14 THE COURT: I'm afraid not.

15 MR. GARREN: No?

16 THE COURT: Okay. I'm going to reserve decision. I
17 know that the petitioner is in a hurry for a decision and I'm
18 going to get to it very quickly.

19 When the parties were quibbling initially about the
20 schedule for this hearing, I will say I was surprised that the
21 respondent was surprised that I did not give the 14 days that
22 the local rule provides for the hearing of motions.

23 As I pointed out, obviously, that is subject to
24 being shortened when provisional remedies are sought like an
25 injunction. The rule says that and I did shorten it. As it

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1 turns out, we're probably about 14 days anyway.

2 But I will also say that based on my own experience,
3 and if you look at the reported cases, you'll find it to be
4 the case. We're on a very fast schedule here assuming that I
5 don't take too long to decide this which I'm not going to.

6 Generally speaking, these cases take anywhere from
7 two months to nine months to decide, and I assure you this is
8 going to be decided faster than that.

9 So I understand the particular issue that the
10 petitioners and the union feel but I also think that everybody
11 needs to have to1 resolved quickly. So I want to assure you
12 this is not in any way going to be anywhere other than the
13 front burner, and I expect to have a decision to you very
14 shortly.

15 All right. Thank you all for the excellent argument
16 on papers.

17 Decision is reserved you'll hear from me very soon.
18 We're adjourned.

19 (WHEREUPON, this matter was adjourned.)
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Order to Show Cause

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CERTIFICATE OF REPORTER

I certify that the foregoing is a correct transcript of the record of proceedings in the above-entitled matter.

Anthony D. Frisolone

Anthony D. Frisolone, FAPR, RDR, CRR, CRI
Official Court Reporter

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
JAMES G. PAULSEN, Regional Director of :
Region 29 of the National Labor Relations Board :
for and on behalf of the NATIONAL LABOR : Case No. 16-cv-05338 (BMC)
RELATIONS BOARD, :
 :
 :
Petitioner, :
 :
 :
v. :
 :
 :
PRIMEFLIGHT AVIATION SERVICES, INC., :
 :
Respondent.
-----X

NOTICE OF APPEAL

Notice is hereby given that PrimeFlight Aviation Services, Inc., Respondent in the above-named case, hereby appeals to the United States Court of Appeals for the Second Circuit from the Memorandum Decision and Order (Doc. 24) and the resulting Preliminary Injunction (Doc. 25), entered in this action on October 24, 2016, granting Petitioner's request for preliminary injunction that Respondent immediately recognize the Service Employees International Union, Local 32BJ (the "Union") as the interim collective-bargaining representative of certain of its employees, immediately commence bargaining in good faith with the Union on certain conditions, and take certain related actions.

Dated: New York, New York
November 17, 2016

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

By s/ Frank Birchfield

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*Attorneys for Respondent
PrimeFlight Aviation Services, Inc.*

CERTIFICATE OF SERVICE

I, Frank Birchfield, hereby certify that upon this date, the foregoing RESPONDENT PRIMEFLIGHT AVIATION SERVICES, INC.'S NOTICE OF APPEAL was electronically filed with the Clerk of the District Court using the CM/ECF system, which sent notification of such filing to counsel of record.

I declare under penalty of perjury that the foregoing statements made by me are true and correct.

Dated: November 17, 2016

s/ Frank Birchfield

Frank Birchfield

27139662.1

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

JAMES G. PAULSEN, Regional Director of	*	
Region 29 of the National Labor Relations Board,	*	
for and on behalf of the NATIONAL LABOR	*	
RELATIONS BOARD	*	
	*	
Petitioner	*	16-CV-5338
	*	
v.	*	Motion to Amend Judgment
	*	
PRIMEFLIGHT AVIATION SERVICES, INC.	*	
	*	
Respondent	*	

PETITIONER'S EMERGENCY MOTION TO AMEND JUDGMENT
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 59(e)

Pursuant to Federal Rules of Civil Procedure 59(e), and Civil Local Rule 6.3, Petitioner hereby moves this Honorable Court to modify the Preliminary Injunction issued in Case No. 16-CV-5338, and in support thereof states as follows:

1. By Order dated October 24, 2016, this Court, by the Honorable Judge Cogan, granted in part Petitioner's Petition for Preliminary Injunction Under 29 U.S.C. § 160(j) of the National Labor Relations Act (“§ 10(j)”). In paragraph one of the Preliminary Injunction, the Court ordered that Respondent “shall immediately recognize the Service Employees International Union, Local 32BJ (the ‘Union’) as the interim collective-bargaining representative of its employees in the following bargaining unit: all full-time and regular part-time employees employed by PrimeFlight at Terminal Five at JFK Airport, excluding confidential employees, office clericals, guards, and supervisors, as defined by the National Labor Relations Act (‘NLRA’).”

In paragraph two of the Preliminary Injunction, the Court ordered that Respondent bargain in good faith with Service Employees International Union, Local 32BJ (“Union”), subject to certain conditions, and particularly imposing the condition set forth in subparagraph 2(b), as follows:

2. PrimeFlight shall immediately commence bargaining in good faith with the Union, subject to the following conditions:
 - a. Any agreement reached between PrimeFlight and the Union is subject to termination if the NLRB determines that PrimeFlight is not subject to the NLRA or did not violate any provisions therein;
 - b. Any agreement reached between PrimeFlight and the Union may not include minimum shift or employee requirements so that PrimeFlight is able to assign shifts and employees commensurate with JetBlue’s expressed employment needs;

Additionally, although requested by Petitioner, the Court did not include in the Preliminary Injunction any language enjoining Respondent from failing to meet its statutory bargaining obligation or “in any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.”

2. For the reasons set forth in the accompanying Memorandum of Points and Authorities In Support Of Petitioner’s Motion to Amend Judgment Pursuant to Federal Rule of Civil Procedure 59(e), the Court erred by including subparagraph 2(b), described above, and by failing to enjoin Respondent from failing to meet its statutory bargaining obligation or in any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WHEREFORE, Petitioner respectfully moves that the Court's October 24, 2016 Preliminary Injunction be amended to delete subparagraph 2(b) from its Preliminary Injunction, and to add to its Preliminary Injunction a provision requiring Respondent to cease and desist

from failing to meet its statutory bargaining obligation, or in any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

Dated at Brooklyn, New York, this 21st day of November 2016.

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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

JAMES G. PAULSEN, Regional Director of *
Region 29 of the National Labor Relations Board, *
for and on behalf of the NATIONAL LABOR *
RELATIONS BOARD *

Petitioner *

V. *

PRIMEFLIGHT AVIATION SERVICES, INC. *

Respondent *

16-CV-5338

Memorandum of Points and Authorities

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MEMORANDUM OF POINTS AND AUTHORITIES
IN SUPPORT OF PETITIONER'S EMERGENCY MOTION TO AMEND
JUDGMENT PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 59(e)

I. INTRODUCTION

On September 26, 2016, Petitioner filed with the Court a Petition (Docket No. 1) seeking injunctive relief under Section 10(j) of the National Labor Relations Act, 29 U.S.C. § 160(j), herein called the Act. The Petition alleged that Respondent failed and refused to recognize and bargain with Service Employees International Union, Local 32BJ, herein called the Union, the exclusive collective bargaining representative of Respondent's employees working at John F. Kennedy International Airport, in violation of Sections 8(a)(1) and (5) of the Act, 29 U.S.C. §§ 158(a)(1), 158(a)(5). The Petition and the accompanying Proposed Order (Docket No. 5-1) sought an Order requiring Respondent to recognize and bargain in good faith with the Union and ordering Respondent to cease and desist from refusing to bargain with the Union or "in any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act."

On October 24, 2016 the Court issued a Memorandum, Decision and Order, herein called Memorandum (Docket No. 24), in which it concluded that Petitioner established reasonable cause to believe that Respondent committed the alleged unfair labor practices and that injunctive relief is just and proper. For these reasons the Court granted the Petition, in part (Docket No. 25). In paragraph one of the Preliminary Injunction, the Court ordered that Respondent "shall immediately recognize the Service Employees International Union, Local 32BJ (the 'Union') as the interim collective-bargaining representative of its employees in the following bargaining unit: all full-time and regular part-time employees employed by

PrimeFlight at Terminal Five at JFK Airport, excluding confidential employees, office clericals, guards, and supervisors, as defined by the National Labor Relations Act ('NLRA')."

In paragraph two of the Preliminary Injunction, the Court required Respondent to bargain with the Union. However, *sua sponte*, the Court imposed a condition, which prohibits the parties from bargaining over certain subjects pertaining to employees' terms and conditions of employment:

2. PrimeFlight shall immediately commence bargaining in good faith with the Union, subject to the following conditions:
 - a. [...]
 - b. Any agreement reached between PrimeFlight and the Union may not include minimum shift or employee requirements so that PrimeFlight is able to assign shifts and employees commensurate with JetBlue's expressed employment needs.¹

In addition to imposing the condition on the parties' bargaining, set forth in paragraph 2(b), the Court did not include in the Preliminary Injunction the order that Respondent cease and desist from refusing to bargain with the Union, nor did it include the order prohibiting Respondent from, "in any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act." This provision is standard language that is typically included in interim relief granted by District Courts pursuant to Section 10(j) of the Act.

¹ The Court's Memorandum clarifies the meaning of the condition imposed by paragraph 2(b). The Court stated, "the bargaining is subject to the following limitations: (i) any agreement reached between PrimeFlight and the Union may not include any provisions regarding a minimum number of shifts per employee or minimum staffing levels per shift – PrimeFlight will determine the shifts and staffing levels when JetBlue provides notice of its staffing and shift needs, and PrimeFlight will not be forced to needlessly staff and pay employees when there is no need to staff them." Memorandum 22. Taken together with paragraph 2(b), it appears that the Court intended to prohibit the parties from bargaining over the number of shifts per employee and the number of employees per shift.

The Court's Preliminary Injunction forces the Union to concede to Respondent the sole discretion to determine shifts and staffing levels, which are vital terms and conditions of employment that must be determined through the collective bargaining process, and not decreed by the Court. By excising shifts and staffing from the collective bargaining process, the Preliminary Injunction arbitrarily constrains the Union in fulfilling its duty to bargain on behalf of the employees it represents, and tilts the playing field in Respondent's favor, all in contravention of the policy favoring collective bargaining, which Congress unequivocally announced when enacting the NLRA. If the Preliminary Injunction is allowed to stand unaltered, it will result in serious and irreparable harm to the Union's ability to represent the employees, and cause manifest injustice.

This Court has authority to grant the instant Motion to Amend Judgment, despite the fact that on November 17, 2016, Respondent filed with the Second Circuit Court of Appeals a Notice of Appeal with regard to the Preliminary Injunction.² Although District Courts typically cannot reconsider an Order which is the subject of a pending appeal, the Federal Rules provide for limited exceptions, including an exception that is present here.

In that regard, under Federal Rule of Appellate Procedure 4(a)(4), certain motions, "if filed within the relevant time limit, suspend the effect of a notice of appeal filed before or after the motion is filed until the last such motion is disposed of." Fed. R. Civ. P. 62.1 advisory committee's note. A motion to alter or amend a judgment under Fed. R. Civ. P. 59, i.e., the instant Motion, is one such motion that suspends the effect of a notice of appeal. *Id.*;

² The Docket Number in the Court of Appeals is 16-3877.

Fed. R. App. P. 4(a)(4)(iv). Thus, this Court “has authority to grant the [instant Rule 59(e)] Motion.” *Id.*³

II. STANDARD FOR AMENDING JUDGMENT UNDER FEDERAL RULE OF CIVIL PROCEDURE 59(e)

Generally, a District Court has considerable discretion when considering a motion to amend a judgment under Rule 59(e)⁴. *Anglo-Iberia Underwriting Management Co. v. Lodderhose*, 282 F. Supp.2d 126, 131 (S.D.N.Y. 2003), quoting Charles Alan Wright, Arthur R. Miller, & Mary Kay Kane, *Federal Practice and Procedure* § 2810.1 (2d ed. 1995). The Court can appropriately grant a motion to amend a judgment in two scenarios. First, amending a judgment is appropriate “when the moving party can demonstrate that the Court overlooked controlling decisions or factual matters that were put before it on the underlying motion [...] and which, had they been considered, might have reasonably altered the result before the court.” Second, “the movant must demonstrate the need to correct a clear error or prevent manifest injustice.” *Herschafft v. New York City Campaign Finance Bd.*, 139 F.Supp.2d 282, 283-84 (E.D.N.Y. 2001) (citations omitted); *see also District Photo Inc. v. Pyrros*, No. 13-CV-4285, 2016 WL 5407869, at *2 (E.D.N.Y. September 28, 2016) (same standard applicable under Local Civil Rule 6.3: reconsideration appropriate where moving party can point to controlling decisions that court overlooked, “matters, in other words, that

³ In the event this Court concludes that it lacks authority to grant the instant Motion, Petitioner respectfully moves the Court to make an indicative ruling on the Rule 59(e) Motion to Amend Judgment, under Rule 62.1.

⁴ “Rule 59(e) permits a modification of a ‘judgment,’ which is defined by Rule 54(a) as including ‘a decree and any order from which an appeal lies.’ Because a grant of a preliminary injunction is an interlocutory order from which an appeal lies, *see* 28 U.S.C. § 1292(a)(1), a motion pursuant to Rule 59(e) to modify a preliminary injunction order is procedurally proper.” *American ORT, Inc. v. ORT Israel*, No. 07-CV-2332, 2009 WL 233950, at *2 n.2 (S.D.N.Y. January 22, 2009).

might reasonably be expected to alter the conclusion reached by the court”). The instant matter involves the second scenario – correcting a clear error or preventing manifest injustice.⁵

Recognizing the importance of correcting clear errors to prevent manifest injustice, the Second Circuit Court of Appeals has held that a District Court commits clear and reversible error by exceeding its authority and by failing to amend its judgment when given the opportunity. *Virgin Atlantic Airways, Ltd. v. National Mediation Bd.* is instructive. No. 88-CV-3163, 1989 WL 20612 (E.D.N.Y. March 6, 1989). In *Virgin Atlantic Airways*, an employer contested a union’s certification by the National Mediation Board (“NMB”). *Id.* Judge Glasser set aside the certification on the ground that it grossly violated the Railway Labor Act and imposed a stay on the employer’s bargaining obligation. *Id.* The NMB moved the District Court to reconsider, but the Court denied the motion based upon its findings that it had committed no clear error, and that, on the contrary, compelling the employer to bargain with the union would condone “manifest injustice.” *Virgin Atlantic Airways, Ltd. v. National Mediation Bd.*, 132 F.R.D. 342, 345 (E.D.N.Y. 1990).

On appeal, the Court of Appeals reversed the District Court and reinstated the union’s certification. *Virgin Atlantic Airways, Ltd. v. National Mediation Bd.*, 956 F.2d 1245, 1252, 1255 (2d Cir. 1992). The Court of Appeals reasoned that the District Court “did not have the authority to set aside the certification,” or even the “power to review [it].” *Id.* at 1255.

⁵ Although the thrust of this Motion’s argument falls under the “clear error” prong of the Rule 59(e) analysis, it must be noted that relief could be awarded under the first prong, as well. Petitioner put before the Court, in the Petition, the Second Circuit’s directive that injunctive relief be granted under Section 10(j) “as conditioned by the necessities of public interest which Congress has sought to protect.” *Morio v. North American Soccer League*, 632 F.2d 217, 218 (2d Cir. 1980). Moreover, when questioned at oral argument about the propriety of imposing conditions on bargaining, counsel for Petitioner stated that the propriety could turn on whether the conditions impinged on “mandatory subjects of bargaining” and the statutory bargaining relationship.

Significantly, the District Court's authority was limited by a statutory mandate that the agency, and not the judiciary, investigate and certify labor representatives. 45 U.S.C. § 152, Ninth; *see also Brotherhood of Railway & Steamship Clerks v. Association for the Benefit of Non-Contract Employees*, 380 U.S. 650 (1965) (Railway Labor Act commands that NMB, not judiciary, has power to resolve controversies concerning representation).

III. BY PLACING A CONDITION ON THE PARTIES' BARGAINING RELATIONSHIP, THE COURT PUTS THE UNION IN AN UNTENABLE POSITION

By requiring that "PrimeFlight will determine the shifts and staffing levels," Memorandum 22, the Court forces the Union to concede to Respondent the sole discretion to determine those vital subjects that would otherwise be resolved by the parties through the collective bargaining process. As the Union's Executive Vice President Larry Engelstein states in a sworn affidavit⁶, shifts and staffing levels are particularly important for employees like Respondent's employees, who work for a contractor at an airport, because in that work environment, there are "frequent changes in the volume of work due to seasonality" and weather, and "the change from one contractor to another may produce different policies on scheduling and hours, adding to workers' anxiety about their livelihood." Engelstein Aff. ¶8. For these reasons, "all or virtually all Union [collective bargaining agreements] contain provisions concerning hours and staffing levels." Engelstein Aff. ¶4. Because the Union is arbitrarily constrained in its ability to effectively negotiate on behalf of the employees that it represents, the Union would do a disservice to them by reaching an agreement with

⁶ Attached to this Memorandum is the "Declaration of Larry Engelstein." Petitioner moves to admit Engelstein's statement into the record.

Respondent in which it is precluded from negotiating and including any provisions regarding shifts and staffing, as required by the Court.

Even if the parties do bargain under the conditions imposed by the Court, progress will be impossible because the prohibited subjects – shifts and staffing – are inextricably interwoven with other terms and conditions of employment, and bargaining requires making compromises in one area to make gains in others. Engelstein explains:

The most obvious impact is on wages and benefits. Almost universally, CBAs tie benefit packages to employees' hours. Full-time employees receive a better and more costly benefit package than part-time employees. The Union cannot meaningfully bargain a benefit package when it does not know which employees, if any, will be entitled to full-time benefits and which to part-time. Under Paragraph 2(b), the CBA must allow the Employer to reduce hours in its unfettered discretion, including, if it so chose, to convert the entire workforce to part-time. Hence, the Union will not know which employees will receive full-time benefits. It cannot meaningfully bargain a wage package since it does not know the CBAs benefits to the employees or costs to the employer. Paragraph 2(b) effectively prohibits bargaining on hours, wages and benefits, and thereby makes meaningful bargaining on any topic impossible.

Engelstein Aff. ¶7. Under the conditions imposed by the Court, therefore, neither party can assess the impact of concessions in one area because the Preliminary Injunction excises from the bargaining process critical elements of the overall wage and benefit aspects of the agreement. The Act requires the Union to bargain with Respondent, and yet pursuing bargaining under these arbitrarily imposed conditions is, at best, an exercise in futility. At worst, bargaining is a losing proposition for the Union because, by requiring the Union to concede shifts and staffing, the Court tipped the playing field in Respondent's favor. In these ways, the Court has impermissibly placed the Union in an untenable position. The Court must correct its error in order to prevent manifest injustice, by deleting paragraph 2(b) of the Preliminary Injunction.

IV. THE COURT’S OCTOBER 24, 2016 PRELIMINARY INJUNCTION MUST BE AMENDED TO CORRECT CLEAR ERRORS OF LAW AND TO PREVENT MANIFEST INJUSTICE

The Court’s October 24, 2016 Preliminary Injunction contains two clear errors of law that will result in manifest injustice unless the Court amends the Preliminary Injunction. First, in paragraph 2(b), the Court exceeded its authority by prohibiting the parties from bargaining about and reaching any agreement with regard to mandatory subjects of bargaining, thereby requiring the Union to make a concession before bargaining even begins. Second, the Court erred by failing to prohibit Respondent from committing like or related unfair labor practices.

A. The Court Exceeded its Authority By Imposing a Condition on the Parties’ Statutory Bargaining Obligation that Contravenes the Act

i. *The Court’s Authority to Fashion Injunctive Relief is Limited by “A Clear and Valid Legislative Command”*

District Courts have discretion in fashioning equitable remedies, such as a preliminary injunction, subject to limitations imposed by statute. *United States v. Oakland Cannabis Buyers’ Coop.*, 532 U.S. 483, 495-96 (2001) (District Court not empowered to consider medical necessity of marijuana when exercising its discretion to fashion injunctive relief because statute, Controlled Substances Act, contains no express or implied exception for medical necessity). However, the Court’s discretion is not unfettered. In that regard, when Congress has spoken by a “clear and valid legislative command,” that legislative command displaces the Court’s discretion in fashioning an injunction. *Id.*

“In other words, where the legislature has clearly expressed its intent to cabin a court's discretion to fashion equitable remedies, the court must respect those limitations.” *Beck Chevrolet Co., Inc. v. General Motors LLC*, 787 F.3d 663, 680 (2d Cir. 2015) (where statute, New York's Franchised Motor Vehicle Dealer Act, required cause, notice and opportunity to cure prior to franchise termination, District Court not empowered to enjoin franchise absent showing that statutory requirements are met). “A district court cannot, for example, override Congress' policy choice, articulated in a statute, as to what behavior should be prohibited.” *Oakland Cannabis Buyers' Coop.*, 532 U.S. at 497. With regard to injunctive relief under Section 10(j), District Courts are empowered to grant such relief “to prevent violations” and “in accordance with traditional equity practice, as conditioned by the necessities of public interest which Congress, through the Act, seeks to protect.” *Morio*, 632 F.2d at 218.

Here, in enacting the NLRA, Congress enunciated a clear and valid legislative command – collective bargaining regarding employees' terms and conditions of employment is to be encouraged in order to promote the free flow of commerce and to eliminate industrial instability. Section One of the Act, entitled “Findings and Declaration of Policy,” explicitly declares “the necessities of public interest,” *see Morio*, 632 F.2d at 218, which the Act seeks to protect:

It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection. 29 U.S.C. § 151 (emphasis added).

The Act further articulates Congress’s policy choice in Section 8(d), entitled “Obligation to Bargain Collectively.” That section requires parties to a collective bargaining relationship to bargain “in good faith with respect to wages, hours, and other terms and conditions of employment [...] but such obligation does not compel either party to agree to a proposal or require the making of a concession.” 29 U.S.C. § 158(d).

ii. *The Court Exceeded its Authority By Prohibiting the Parties From Bargaining Over A Mandatory Subject of Bargaining*

Paragraph 2(b) of the Preliminary Injunction impermissibly undermines Congress’s clear and valid legislative command by prohibiting the parties from bargaining over shifts and staffing. The statutory language makes clear that the Act requires Respondent and the Union to bargain in good faith over employees’ wages, hours and other terms and conditions of employment. This mandate encompasses the subjects discussed in paragraph 2(b) of the Preliminary Injunction, namely, the number of shifts per employee and the number of employees per shift.⁷ *See Local Union No. 189, Amalgamated Meat Cutters, and Butcher Workmen of North America, AFL-CIO v. Jewel Tea Co.*, 381 U.S. 676, 685-86 (1965) (“classification of bargaining subjects as ‘terms or conditions of employment’ is a matter concerning which the Board has special expertise”).

⁷ The number of shifts that an employee works affects how many “hours” he or she works, *Dickerson-Chapman, Inc.*, 313 NLRB 907, 942 (1994) (curtailing hours of laborers is mandatory subject of bargaining, where contractor for public telephone utility experienced decline in work orders), the particular days and “hours” that constitute his or her work schedule, *Pratt Indus., Inc.*, 358 NLRB 414, 415, 419 (2012) (work hours and schedules of electrical technicians are mandatory subjects of bargaining), and how much in “wages” he or she earns. The number of employees per shift affects individual employees’ workloads, how many “hours” are worked overall, *Sunrise Mountainview Hosp.*, 357 NLRB 1406, 1410 (2011) (staffing levels of on-call and backup nurses per shift is a mandatory subject of bargaining; Board rejected argument that employer must unilaterally determine staffing levels to protect viability of its business), and how much in “wages” are earned, by the bargaining unit as a whole.

However, under paragraph 2(b) of the Court’s Preliminary Injunction, the Court arbitrarily prohibited the parties from bargaining over these mandatory subjects of bargaining, in contravention of the Congressional policies established in the Act. *See* 29 U.S.C. § 158(d). By imposing this prohibition, and by mandating that “[Respondent] will determine the shifts and staffing levels when Jet Blue provides notice of its staffing and shift needs,” Memorandum 22, the Court requires Respondent to refuse to bargain in good faith with regard to these subjects. In this way, the Court essentially gave Respondent a license to violate Section 8(a)(5) of the Act⁸, and in doing so, impermissibly undermined the clear and valid legislative command to foster collective bargaining contained in the Act. *Compare Amoco Production Co. v. Gambell*, 480 U.S. 531, 544–46 (1987) (holding that a District Court did not err in declining to issue an injunction to bar exploratory drilling on Alaskan public lands, because Court’s decision “did not undermine” the policy of the Alaska National Interest Lands Conservation Act, 16 U.S.C. § 3120).

As in *Virgin Atlantic Airways*, here, the Court’s authority to fashion preliminary injunctive relief is limited by Congress’s unequivocal policy choice. *See* 956 F.2d at 1252, 1255. The Court exceeded that authority by prohibiting the parties from bargaining over mandatory subjects of bargaining. *See Oakland Cannabis Buyers’ Coop.*, 532 U.S. at 497 (District Court not empowered to “override Congress’ policy choice, articulated in a statute, as to what behavior should be prohibited”); *Beck Chevrolet Co.*, 787 F.3d at 680 (District Court not empowered to issue injunction that undermines statute). In order to foster collective bargaining, achieve the policy of the Act, comport with Congress’s legislative command, and

⁸ Under Section 8(a)(5), it is an unfair labor practice for an employer “to refuse to bargain collectively,” 29 U.S.C. § 158(a)(5), and “in good faith,” 29 U.S.C. § 158(d).

avert the injustice that will otherwise result, this clear error of law must be corrected, or reversed on appeal. *See Virgin Atlantic Airways*, 956 F.2d at 1255 (District Court commits clear and reversible error by exceeding authority that is limited by statute).

iii. *The Court Exceeded its Authority By Requiring the Union to Concede to Respondent the Sole Discretion to Determine Shifts and Staffing*

Paragraph 2(b) of the Preliminary Injunction impermissibly undermines Congress's clear and valid legislative command by requiring the Union to make a concession to Respondent. In addition to specifying that parties to a bargaining relationship must bargain in good faith over "terms and conditions of employment," the Act's definition of the phrase, "to bargain collectively," includes an important clarification:

For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession. 29 U.S.C. § 158(d) (emphasis added).

In *H.K. Porter Co. v. NLRB*, the Supreme Court interpreted this statutory language. 397 U.S. 99, 106 (1970). In that case, the Board attempted to remedy an employer's refusal to bargain in good faith by ordering the employer "to grant to the union a contract clause providing for the checkoff of union dues." *Id.* at 101. The Supreme Court reversed the lower Court's judgment that the Board had authority to compel such an agreement, and held that while the Board does have power under the Act to require parties to bargain in good faith, "it

is without power to compel a company or a union to agree to any substantive contractual provision of a collective-bargaining agreement.” *Id.* at 102.

Furthermore, the Court stated, “it is ‘clear that the Board may not, either directly or indirectly, compel concessions or otherwise sit in judgment upon the substantive terms of collective bargaining agreements.’” *H.K. Porter Co. v. NLRB*, 397 U.S. at 106 (quoting *NLRB v. American Nat. Ins. Co.*, 343 U.S. 395, 404 (1952)) (reversing Circuit Court’s judgment that Board had authority to compel employer to agree to proposed union dues checkoff clause).

The Court made clear that the principle of allowing parties to negotiate the substance of collective bargaining agreements applies to federal courts as well as the Board. “It is the job of Congress, not the Board or the courts, to decide when and if it is necessary to allow governmental review of proposals for collective-bargaining agreements and compulsory submission to one side’s demands. The present Act does not envision such a process.” *H.K. Porter*, 397 U.S. at 109.

Here, the Preliminary Injunction forces the Union to concede to Respondent the sole discretion to determine shifts and staffing and places the Union in the untenable position of bargaining from an artificially imposed, disadvantaged position. In its Memorandum, the Court stated, “PrimeFlight will determine the shifts and staffing levels when JetBlue provides notice of its staffing and shift needs, and PrimeFlight will not be forced to needlessly staff and pay employees when there is no need to staff them.” Memorandum 22. *H.K. Porter* makes clear that neither the Court nor the Board possesses authority to dictate which party – Respondent or the Union – will determine shifts and staffing. By handing the sole authority to Respondent, the Court ran afoul of the Supreme Court’s dictate, and “violate[d] the

fundamental premise on which the Act is based - private bargaining under governmental supervision of the procedure alone, without any official compulsion over the actual terms of the contract." *See H.K. Porter*, 397 U.S. at 108.

By requiring the Union to concede to Respondent the sole discretion to determine shifts and staffing, the Court exceeded its authority. *See Oakland Cannabis Buyers' Coop.*, 532 U.S. at 497 (District Court not empowered to override Congress' policy choice); *Beck Chevrolet Co.*, 787 F.3d at 680 (District Court not empowered to issue injunction that undermines statute). In order to foster collective bargaining, achieve the policy of the Act, comport with Congress's legislative command, and avert the injustice that will otherwise result, this clear error of law must be corrected, or reversed on appeal. *See Virgin Atlantic Airways* 956 F.2d at 1252, 1255 (District Court commits clear and reversible error by exceeding authority that is limited by statute).

iv. *The Court Can Easily Rectify its Error Without Harming the Parties*

The Court does not need to impose any condition on bargaining in order to avoid imposing unnecessary costs on Respondent. The Act, itself, achieves that goal without the Court imposing the conditions it required by paragraph 2(b) of the Preliminary Injunction. In that regard, the Act's bargaining obligation does not require Respondent to incur any needless cost, nor agree to any of the Union's proposals, including the "minimum shift or employee requirements" that the Court seeks to avoid. 29 U.S.C. § 158(d). Moreover, there is no factual basis to presume that the Union seeks to impose unnecessary costs on Respondent. Rather, it is in all parties' mutual interest to arrive at an agreement that enables Respondent to

fulfill its obligations to JetBlue so that Respondent may renew its contract after the term expires. The Union, too, would be well-served if Respondent kept the JetBlue contract, because it would relieve the Union of seeking recognition from yet another successor, and potentially repeating the instant litigation. Thus, the Court can rescind paragraph 2(b)'s condition on collective bargaining without harming the parties.

In addition to not harming the parties, rescinding paragraph 2(b)'s condition on collective bargaining can be achieved easily, and in compliance with consistent case law. Unsurprisingly, there is substantial Second Circuit and District Court precedent for granting injunctive relief that includes bargaining orders without any court-imposed limitations on the subjects to be bargained. *See, e.g., Inn Credible Caterers, Ltd.*, 247 F.3d, 360, 368-69 (successor employer refused to bargain with incumbent union); *Seeler v. Trading Port, Inc.*, 517 F.2d 33, 39-40 (2d Cir. 1975) (rejecting argument that a bargaining order is radical relief, reversing district court's denial of request for a bargaining order and remanding for determination); *Paulsen v. All Am. Sch. Bus Corp.*, 967 F. Supp. 2d 630, 646-47 (E.D.N.Y. 2013) (granting interim bargaining order); *Chinatown Carting Corp.*, 290 F. Supp. 2d at 390 (rejecting argument that injunction requiring successor employer to bargain with incumbent union creates unnecessary or unreasonable hardship). The Court would be on well-trodden territory in simply removing the condition that it impermissibly placed on the parties' collective bargaining relationship.

v. *Conclusion*

For all of the above reasons, the Court exceeded its authority by prohibiting the parties from bargaining about and reaching any agreement with regard to mandatory subjects of bargaining, thereby requiring the Union to make a concession before bargaining even begins. The Court must correct this error, and can easily do so by simply removing the condition that it impermissibly placed on the parties' collective bargaining relationship. Thus, Petitioner respectfully requests that the Court amend its Preliminary Injunction by deleting paragraph 2(b).

B. The District Court Erred by Failing to Prohibit Respondent From Committing Unfair Labor Practices "In Any Like Or Related Manner"

The Court erred by failing to include the proposed language ordering Respondent to cease and desist from "in any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act." District Courts typically include such "catch-all" language, which enjoins respondents from committing related unfair labor practices. *See e.g., All Am. Sch. Bus Corp.*, 967 F. Supp. 2d at 646-47; *Chinatown Carting Corp.*, 290 F. Supp. 2d at 395. Including this type of provision ensures that a respondent will take seriously the obligations imposed by the Act. Furthermore, it discourages a potential recidivist from repeatedly violating the Act while technically complying with the injunction. Adding a prohibition on "like or related" unfair labor practices imposes no additional cost or burden on Respondent, as long as Respondent complies with the Act. Thus, the balance of the equities favors modifying the injunction to include the provision. *See Morio*, 632 F.2d at 218 (courts should grant relief under Section

10(j) to prevent violations of the Act statute “in accordance with traditional equity practice, as conditioned by the necessities of public interest which Congress, through the Act, seeks to protect”).

For these reasons, Petitioner respectfully requests that the Court amend its Preliminary Injunction to include the following provision:

Respondent PrimeFlight Aviation Services, Inc., its officers, agents, successors and assigns, shall cease and desist from refusing to bargain in good faith with the Union, or in any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

V. CONCLUSION

Based on the foregoing, and the record as a whole, Petitioner respectfully requests that the Court amend its October 24, 2016 Preliminary Injunction as described above.

Dated at Brooklyn, New York, this 21st day of November 2016.

/s/ Brady Francisco-FitzMaurice
Brady Francisco-FitzMaurice
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
JAMES G. PAULSEN, Regional Director of
Region 29 of the National Labor Relations Board,
for and on behalf of the NATIONAL LABOR
RELATIONS BOARD
BOARD,

Petitioner

v.

PRIMEFLIGHT AVIATION SERVICES, INC.,

Respondent.
-----X

16-cv-5338 (BMC)

DECLARATION OF LARRY ENGELSTEIN

I, Larry Engelstein, make this declaration in support of the National Labor Relations Board's Motion to Modify the Order, dated October 24, 2016, concerning paragraph 2(b).

1. I am Executive Vice President of SEIU Local 32BJ (the "Union"). My business address is 25 W. 18th St., New York, NY 10011-1991.
2. I am responsible for bargaining collective bargaining agreements with many of the employers with whom the Union has bargained. I have bargained hundreds of contracts in my career. I am responsible for bargaining with airport employers in general and bargaining with PrimeFlight Aviation Services ("PrimeFlight") in particular.
3. Paragraph 2(b) of the Order makes it virtually impossible to reach agreement on a collective bargaining agreement ("CBA"). The areas clearly covered by Paragraph 2(b)

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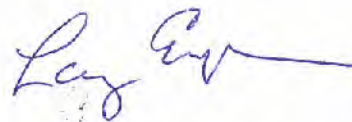
are of vital importance in themselves, and they are inextricably linked to other key components of a CBA, including wages and benefits.

4. All or virtually all Union CBAs contain provisions concerning hours and staffing levels.
5. These provisions may include, some or all of the following examples:
 - a. a requirement that the employer establish a regular workweek for employees;
 - b. a minimum hours of work in a day or a week;
 - c. a minimum number of hours of work or pay if an employee is called into work;
 - d. a requirement that bargaining on the manner in which a reduction in work performed shall be allocated between layoffs and reduction in hours and the allocation of reduced hours, if any, among employees;
 - e. a prohibition against speed-up, by, for example, preventing reduction in hours if there is no corresponding reduction in services to be performed;
 - f. allocation of additional hours of work between new hires and incumbent employees;
 - g. allocation of work among full-time, part-time and temporary/casual employees; and
 - h. minimum notice to employees before schedules or hours are changed.
6. These provisions are not only important in and of themselves. They also dramatically affect the entire contract. Bargaining includes compromises in one area to make gains in others. Neither side will be able to assess the impact of concessions in one area because critical elements of the overall CBA must be left un-bargained.

7. The most obvious impact is on wages and benefits. Almost universally, CBAs tie benefit packages to employees' hours. Full-time employees receive a better and more costly benefit package than part-time employees. The Union cannot meaningfully bargain a benefit package when it does not know which employees, if any, will be entitled to full-time benefits and which to part-time. Under Paragraph 2(b), the CBA must allow the Employer to reduce hours in its unfettered discretion, including, if it so chose, to convert the entire workforce to part-time. Hence, the Union will not know which employees will receive full-time benefits. It cannot meaningfully bargain a wage package since it does not know the CBAs benefits to the employees or costs to the employer. Paragraph 2(b) effectively prohibits bargaining on hours, wages and benefits, and thereby makes meaningful bargaining on any topic impossible.
8. Bargaining concerning hours and shifts is particularly important for airport employees given the frequent changes in the volume of work due to seasonality, weather and other factors. The change from one contractor to another may produce different policies on scheduling and hours, adding to workers' anxiety about their livelihood. Airport employees have repeatedly stressed to the Union the importance they attach to issues such as those itemized in Paragraph 5 of this Declaration.

I affirm under the penalty of perjury that this Declaration consisting of eight numbered paragraphs is true and correct to the best of my knowledge and is based on my personal knowledge.

New York, New York



Nov 21, 2016

LARRY ENGERSTEIN

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

JAMES G. PAULSEN, Regional Director of)
Region 29 of the National Labor Relations)
Board, for and on behalf of the NATIONAL)
LABOR RELATIONS BOARD,)
))
Petitioner) 16 Civ. 5338 (BMC)
))
v.)
))
PRIMEFLIGHT AVIATION)
SERVICES, INC.,)
))
Respondent)
)

NOTICE OF CROSS APPEAL

Notice is hereby given that Petitioner National Labor Relations Board appeals to the United States Court of Appeals for the Second Circuit from the final judgment entered October 24, 2016 and from the post-judgment order entered in this action on December 13, 2016.

Respondent PrimeFlight Aviation Services, Inc., filed a Notice of Appeal from the Preliminary Injunction on November 17, 2016, which has been docketed in the Second Circuit as Case 16-3877.

Respectfully submitted on January 3, 2017

/s/ Brady Francisco-FitzMaurice

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Respectfully submitted,

by: s/Christopher C. Murray

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CERTIFICATE OF SERVICE

I certify that on this 9th day of February, 2017, I caused this JOINT APPENDIX – VOLUME 2 OF 2 to be filed electronically with the Clerk of the Court using the CM/ECF System, thereby serving all counsel.

s/Christopher C. Murray

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